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U.S. DEPARTMENT OF AGRICULTURE

AGRICULTURAL ADJUSTMENT ADMINISTRATION

1933 HEARINGS
ON
PROPOSED NAVAL STORES
MARKETING AGREEMENT

UNITED STATES
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IN RE

A PUBLIC HEARING UPON A PROPOSED MARKETING AGREEMENT SUBMITTED BY THE AMERICAN GUM FARMERS ASSOCIATION WITH REFERENCE TO THE GUM ROSIN AND GUM TURPENTINE INDUSTRY, HELD UNDER THE DIRECTION OF THE SECRETARY OF AGRICULTURE

Hearing held at the Mayflower Hotel, Jacksonville, Florida on November 20th, 1933 at 9:30 A.M.

PRESENT:

John T. Pearson, Esq.

Presiding.

Meeting held at the Mayflower Hotel,

Jacksonville, Florida on November 20th, 1934 at

9:30 A.M.

PRESENT:

John H. Peirson, Jr.

Presiding.

514276

INDEX TO EXHIBITS

MONDAY NOVEMBER 20th.

EXHIBIT NO.	TITLE	PAGE
1	DESIGNATION OF PRESIDING OFFICER	9
2	NOTICE OF HEARING WITH REFERENCE TO A PROPOSED MARKETING AGREEMENT	10
3	PROPOSED MARKETING AGREEMENT FOR GUM TURPENTINE AND GUM ROSIN PRODUCERS	12
4	CERTIFICATION AND REPRESENTATION OF GUM ROSIN AND TURPENTINE	47
5	PRODUCTION - SPIRITS OF TURPENTINE	50
6	COMPARISON OF INDEX NUMBERS OF NAVAL STORES PRICES	52
7	COMPARISON OF PRICE CHANGE OF NAVAL STORES MARKET	54
8	AVERAGE ANNUAL SAVANNAH MARKETS	56
9	SPRITIS OF TURPENTINE - UNITED STATES	65
10	COLUMBIA NAVAL STORES COMPANY (letter)	69
11	PRODUCTION AND STOCKS MONTH OF SEPT. 1933	82
12	NET PROCEEDS RECEIVED AT STILL BY NAVAL STORES	108
13	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	113
14	NAVAL STORES STATISTICS - TURPENTINE	114
15	APPROXIMATE TURPENTINE PRODUCTION CONSUMPTION AND STOCKS	133
16	DOWNING COMPANY (letter)	153
17	DOWNING COMPANY (letter)	158
18-a	NAVAL STORES IMPORTATIONS INTO UNITED STATES	191

DEC 21 1944

ITEM NO.	ITEMS	PAGE
1	DEFINITION OF PRESENT CONCEPT	1
2	NAVAL STORES IMPORTATIONS INTO UNITED STATES	1-2
3	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	2-3
4	CLASSIFICATION AND REPRESENTATION OF GUM	3
5	NAVAL STORES MARKET - HISTORY OF MOVEMENT	3-4
6	CONSUMPTION - QUANTITY OF NAVAL STORES	4
7	CONSUMPTION TO PRICE CHANGE OF NAVAL STORES	4-5
8	PROPOSED MARKETING ARRANGEMENT FOR GUM	5
9	NATURE OF A MARKET WITH REFERENCE TO A COMMODITY	5
10	DEFINITION OF PRESENT CONCEPT	6
11	NAVAL STORES - CLASSIFICATION	6-7
12	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	7
13	NAVAL STORES - CONSUMPTION	7-8
14	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	8
15	MAIN USE OF STOCKS	8
16	DOMESTIC CONSUMPTION (Tables)	8-9
17	DOMESTIC CONSUMPTION (Tables)	9
18	NAVAL STORES IMPORTATIONS INTO UNITED STATES	10-11
19	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	11
20	CONSUMPTION OF NAVAL STORES CONTINUED	11-12
21	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	12
22	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	12
23	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	13
24	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	13
25	NAVAL STORES - CONSUMPTION - TURPENTINE	14
26	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	14
27	MAIN USE OF STOCKS	14
28	DOMESTIC CONSUMPTION (Tables)	14-15
29	DOMESTIC CONSUMPTION (Tables)	15
30	NAVAL STORES IMPORTATIONS INTO UNITED STATES	15-16
31	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	16-17
32	CONSUMPTION OF NAVAL STORES CONTINUED	17
33	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	17-18
34	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	18
35	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	18
36	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	19
37	NAVAL STORES - CONSUMPTION - TURPENTINE	19-20
38	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	20
39	MAIN USE OF STOCKS	20
40	DOMESTIC CONSUMPTION (Tables)	20-21
41	DOMESTIC CONSUMPTION (Tables)	21
42	NAVAL STORES IMPORTATIONS INTO UNITED STATES	21-22
43	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	22-23
44	CONSUMPTION OF NAVAL STORES CONTINUED	23
45	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	23-24
46	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	24
47	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	24
48	STOCKS	24
49	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	25
50	NAVAL STORES - CONSUMPTION - TURPENTINE	25-26
51	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	26
52	MAIN USE OF STOCKS	26
53	DOMESTIC CONSUMPTION (Tables)	26-27
54	DOMESTIC CONSUMPTION (Tables)	27
55	NAVAL STORES IMPORTATIONS INTO UNITED STATES	27-28
56	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	28-29
57	CONSUMPTION OF NAVAL STORES CONTINUED	29
58	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	29-30
59	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	30
60	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	30
61	STOCKS	30
62	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	31
63	NAVAL STORES - CONSUMPTION - TURPENTINE	31-32
64	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	32
65	MAIN USE OF STOCKS	32
66	DOMESTIC CONSUMPTION (Tables)	32-33
67	DOMESTIC CONSUMPTION (Tables)	33
68	NAVAL STORES IMPORTATIONS INTO UNITED STATES	33-34
69	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	34-35
70	CONSUMPTION OF NAVAL STORES CONTINUED	35
71	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	35-36
72	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	36
73	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	36
74	STOCKS	36
75	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	37
76	NAVAL STORES - CONSUMPTION - TURPENTINE	37-38
77	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	38
78	MAIN USE OF STOCKS	38
79	DOMESTIC CONSUMPTION (Tables)	38-39
80	DOMESTIC CONSUMPTION (Tables)	39
81	NAVAL STORES IMPORTATIONS INTO UNITED STATES	39-40
82	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	40-41
83	CONSUMPTION OF NAVAL STORES CONTINUED	41
84	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	41-42
85	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	42
86	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	42
87	STOCKS	42
88	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	43
89	NAVAL STORES - CONSUMPTION - TURPENTINE	43-44
90	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	44
91	MAIN USE OF STOCKS	44
92	DOMESTIC CONSUMPTION (Tables)	44-45
93	DOMESTIC CONSUMPTION (Tables)	45
94	NAVAL STORES IMPORTATIONS INTO UNITED STATES	45-46
95	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	46-47
96	CONSUMPTION OF NAVAL STORES CONTINUED	47
97	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	47-48
98	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	48
99	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	48
100	STOCKS	48
101	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	49
102	NAVAL STORES - CONSUMPTION - TURPENTINE	49-50
103	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	50
104	MAIN USE OF STOCKS	50
105	DOMESTIC CONSUMPTION (Tables)	50-51
106	DOMESTIC CONSUMPTION (Tables)	51
107	NAVAL STORES IMPORTATIONS INTO UNITED STATES	51-52
108	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	52-53
109	CONSUMPTION OF NAVAL STORES CONTINUED	53
110	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	53-54
111	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	54
112	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	54
113	STOCKS	54
114	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	55
115	NAVAL STORES - CONSUMPTION - TURPENTINE	55-56
116	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	56
117	MAIN USE OF STOCKS	56
118	DOMESTIC CONSUMPTION (Tables)	56-57
119	DOMESTIC CONSUMPTION (Tables)	57
120	NAVAL STORES IMPORTATIONS INTO UNITED STATES	57-58
121	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	58-59
122	CONSUMPTION OF NAVAL STORES CONTINUED	59
123	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	59-60
124	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	60
125	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	60
126	STOCKS	60
127	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	61
128	NAVAL STORES - CONSUMPTION - TURPENTINE	61-62
129	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	62
130	MAIN USE OF STOCKS	62
131	DOMESTIC CONSUMPTION (Tables)	62-63
132	DOMESTIC CONSUMPTION (Tables)	63
133	NAVAL STORES IMPORTATIONS INTO UNITED STATES	63-64
134	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	64-65
135	CONSUMPTION OF NAVAL STORES CONTINUED	65
136	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	65-66
137	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	66
138	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	66
139	STOCKS	66
140	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	67
141	NAVAL STORES - CONSUMPTION - TURPENTINE	67-68
142	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	68
143	MAIN USE OF STOCKS	68
144	DOMESTIC CONSUMPTION (Tables)	68-69
145	DOMESTIC CONSUMPTION (Tables)	69
146	NAVAL STORES IMPORTATIONS INTO UNITED STATES	69-70
147	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	70-71
148	CONSUMPTION OF NAVAL STORES CONTINUED	71
149	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	71-72
150	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	72
151	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	72
152	STOCKS	72
153	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	73
154	NAVAL STORES - CONSUMPTION - TURPENTINE	73-74
155	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	74
156	MAIN USE OF STOCKS	74
157	DOMESTIC CONSUMPTION (Tables)	74-75
158	DOMESTIC CONSUMPTION (Tables)	75
159	NAVAL STORES IMPORTATIONS INTO UNITED STATES	75-76
160	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	76-77
161	CONSUMPTION OF NAVAL STORES CONTINUED	77
162	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	77-78
163	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	78
164	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	78
165	STOCKS	78
166	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	79
167	NAVAL STORES - CONSUMPTION - TURPENTINE	79-80
168	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	80
169	MAIN USE OF STOCKS	80
170	DOMESTIC CONSUMPTION (Tables)	80-81
171	DOMESTIC CONSUMPTION (Tables)	81
172	NAVAL STORES IMPORTATIONS INTO UNITED STATES	81-82
173	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	82-83
174	CONSUMPTION OF NAVAL STORES CONTINUED	83
175	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	83-84
176	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	84
177	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	84
178	STOCKS	84
179	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	85
180	NAVAL STORES - CONSUMPTION - TURPENTINE	85-86
181	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	86
182	MAIN USE OF STOCKS	86
183	DOMESTIC CONSUMPTION (Tables)	86-87
184	DOMESTIC CONSUMPTION (Tables)	87
185	NAVAL STORES IMPORTATIONS INTO UNITED STATES	87-88
186	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	88-89
187	CONSUMPTION OF NAVAL STORES CONTINUED	89
188	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	89-90
189	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	90
190	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	90
191	STOCKS	90
192	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	91
193	NAVAL STORES - CONSUMPTION - TURPENTINE	91-92
194	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	92
195	MAIN USE OF STOCKS	92
196	DOMESTIC CONSUMPTION (Tables)	92-93
197	DOMESTIC CONSUMPTION (Tables)	93
198	NAVAL STORES IMPORTATIONS INTO UNITED STATES	93-94
199	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	94-95
200	CONSUMPTION OF NAVAL STORES CONTINUED	95
201	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	95-96
202	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	96
203	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	96
204	STOCKS	96
205	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	97
206	NAVAL STORES - CONSUMPTION - TURPENTINE	97-98
207	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	98
208	MAIN USE OF STOCKS	98
209	DOMESTIC CONSUMPTION (Tables)	98-99
210	DOMESTIC CONSUMPTION (Tables)	99
211	NAVAL STORES IMPORTATIONS INTO UNITED STATES	99-100
212	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	100-101
213	CONSUMPTION OF NAVAL STORES CONTINUED	101
214	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	101-102
215	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	102
216	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	102
217	STOCKS	102
218	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	103
219	NAVAL STORES - CONSUMPTION - TURPENTINE	103-104
220	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	104
221	MAIN USE OF STOCKS	104
222	DOMESTIC CONSUMPTION (Tables)	104-105
223	DOMESTIC CONSUMPTION (Tables)	105
224	NAVAL STORES IMPORTATIONS INTO UNITED STATES	105-106
225	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	106-107
226	CONSUMPTION OF NAVAL STORES CONTINUED	107
227	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	107-108
228	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	108
229	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	108
230	STOCKS	108
231	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	109
232	NAVAL STORES - CONSUMPTION - TURPENTINE	109-110
233	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	110
234	MAIN USE OF STOCKS	110
235	DOMESTIC CONSUMPTION (Tables)	110-111
236	DOMESTIC CONSUMPTION (Tables)	111
237	NAVAL STORES IMPORTATIONS INTO UNITED STATES	111-112
238	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	112-113
239	CONSUMPTION OF NAVAL STORES CONTINUED	113
240	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	113-114
241	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	114
242	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	114
243	STOCKS	114
244	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	115
245	NAVAL STORES - CONSUMPTION - TURPENTINE	115-116
246	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	116
247	MAIN USE OF STOCKS	116
248	DOMESTIC CONSUMPTION (Tables)	116-117
249	DOMESTIC CONSUMPTION (Tables)	117
250	NAVAL STORES IMPORTATIONS INTO UNITED STATES	117-118
251	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	118-119
252	CONSUMPTION OF NAVAL STORES CONTINUED	119
253	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	119-120
254	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	120
255	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	120
256	STOCKS	120
257	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	121
258	NAVAL STORES - CONSUMPTION - TURPENTINE	121-122
259	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	122
260	MAIN USE OF STOCKS	122
261	DOMESTIC CONSUMPTION (Tables)	122-123
262	DOMESTIC CONSUMPTION (Tables)	123
263	NAVAL STORES IMPORTATIONS INTO UNITED STATES	123-124
264	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	124-125
265	CONSUMPTION OF NAVAL STORES CONTINUED	125
266	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	125-126
267	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	126
268	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	126
269	STOCKS	126
270	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	127
271	NAVAL STORES - CONSUMPTION - TURPENTINE	127-128
272	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	128
273	MAIN USE OF STOCKS	128
274	DOMESTIC CONSUMPTION (Tables)	128-129
275	DOMESTIC CONSUMPTION (Tables)	129
276	NAVAL STORES IMPORTATIONS INTO UNITED STATES	129-130
277	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	130-131
278	CONSUMPTION OF NAVAL STORES CONTINUED	131
279	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	131-132
280	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	132
281	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	132
282	STOCKS	132
283	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	133
284	NAVAL STORES - CONSUMPTION - TURPENTINE	133-134
285	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	134
286	MAIN USE OF STOCKS	134
287	DOMESTIC CONSUMPTION (Tables)	134-135
288	DOMESTIC CONSUMPTION (Tables)	135
289	NAVAL STORES IMPORTATIONS INTO UNITED STATES	135-136
290	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	136-137
291	CONSUMPTION OF NAVAL STORES CONTINUED	137
292	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	137-138
293	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	138
294	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	138
295	STOCKS	138
296	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	139
297	NAVAL STORES - CONSUMPTION - TURPENTINE	139-140
298	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	140
299	MAIN USE OF STOCKS	140
300	DOMESTIC CONSUMPTION (Tables)	140-141
301	DOMESTIC CONSUMPTION (Tables)	141
302	NAVAL STORES IMPORTATIONS INTO UNITED STATES	141-142
303	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	142-143
304	CONSUMPTION OF NAVAL STORES CONTINUED	143
305	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	143-144
306	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	144
307	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	144
308	STOCKS	144
309	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	145
310	NAVAL STORES - CONSUMPTION - TURPENTINE	145-146
311	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	146
312	MAIN USE OF STOCKS	146
313	DOMESTIC CONSUMPTION (Tables)	146-147
314	DOMESTIC CONSUMPTION (Tables)	147
315	NAVAL STORES IMPORTATIONS INTO UNITED STATES	147-148
316	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	148-149
317	CONSUMPTION OF NAVAL STORES CONTINUED	149
318	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	149-150
319	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	150
320	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	150
321	STOCKS	150
322	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	151
323	NAVAL STORES - CONSUMPTION - TURPENTINE	151-152
324	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	152
325	MAIN USE OF STOCKS	152
326	DOMESTIC CONSUMPTION (Tables)	152-153
327	DOMESTIC CONSUMPTION (Tables)	153
328	NAVAL STORES IMPORTATIONS INTO UNITED STATES	153-154
329	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	154-155
330	CONSUMPTION OF NAVAL STORES CONTINUED	155
331	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	155-156
332	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	156
333	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	156
334	STOCKS	156
335	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	157
336	NAVAL STORES - CONSUMPTION - TURPENTINE	157-158
337	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	158
338	MAIN USE OF STOCKS	158
339	DOMESTIC CONSUMPTION (Tables)	158-159
340	DOMESTIC CONSUMPTION (Tables)	159
341	NAVAL STORES IMPORTATIONS INTO UNITED STATES	159-160
342	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	160-161
343	CONSUMPTION OF NAVAL STORES CONTINUED	161
344	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	161-162
345	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	162
346	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	162
347	STOCKS	162
348	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	163
349	NAVAL STORES - CONSUMPTION - TURPENTINE	163-164
350	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	164
351	MAIN USE OF STOCKS	164
352	DOMESTIC CONSUMPTION (Tables)	164-165
353	DOMESTIC CONSUMPTION (Tables)	165
354	NAVAL STORES IMPORTATIONS INTO UNITED STATES	165-166
355	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	166-167
356	CONSUMPTION OF NAVAL STORES CONTINUED	167
357	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	167-168
358	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	168
359	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	168
360	STOCKS	168
361	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	169
362	NAVAL STORES - CONSUMPTION - TURPENTINE	169-170
363	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	170
364	MAIN USE OF STOCKS	170
365	DOMESTIC CONSUMPTION (Tables)	170-171
366	DOMESTIC CONSUMPTION (Tables)	171
367	NAVAL STORES IMPORTATIONS INTO UNITED STATES	171-172
368	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	172-173
369	CONSUMPTION OF NAVAL STORES CONTINUED	173
370	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	173-174
371	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	174
372	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	174
373	STOCKS	174
374	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	175
375	NAVAL STORES - CONSUMPTION - TURPENTINE	175-176
376	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	176
377	MAIN USE OF STOCKS	176
378	DOMESTIC CONSUMPTION (Tables)	176-177
379	DOMESTIC CONSUMPTION (Tables)	177
380	NAVAL STORES IMPORTATIONS INTO UNITED STATES	177-178
381	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	178-179
382	CONSUMPTION OF NAVAL STORES CONTINUED	179
383	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	179-180
384	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	180
385	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	180
386	STOCKS	180
387	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	181
388	NAVAL STORES - CONSUMPTION - TURPENTINE	181-182
389	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	182
390	MAIN USE OF STOCKS	182
391	DOMESTIC CONSUMPTION (Tables)	182-183
392	DOMESTIC CONSUMPTION (Tables)	183
393	NAVAL STORES IMPORTATIONS INTO UNITED STATES	183-184
394	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	184-185
395	CONSUMPTION OF NAVAL STORES CONTINUED	185
396	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	185-186
397	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	186
398	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	186
399	STOCKS	186
400	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	187
401	NAVAL STORES - CONSUMPTION - TURPENTINE	187-188
402	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	188
403	MAIN USE OF STOCKS	188
404	DOMESTIC CONSUMPTION (Tables)	188-189
405	DOMESTIC CONSUMPTION (Tables)	189
406	NAVAL STORES IMPORTATIONS INTO UNITED STATES	189-190
407	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	190-191
408	CONSUMPTION OF NAVAL STORES CONTINUED	191
409	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	191-192
410	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	192
411	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	192
412	STOCKS	192
413	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	193
414	NAVAL STORES - CONSUMPTION - TURPENTINE	193-194
415	TURPENTINE CONSUMPTION AND PRODUCTION COMPARE-TABLE	194
416	MAIN USE OF STOCKS	194
417	DOMESTIC CONSUMPTION (Tables)	194-195
418	DOMESTIC CONSUMPTION (Tables)	195
419	NAVAL STORES IMPORTATIONS INTO UNITED STATES	195-196
420	CANADA'S PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION	196-197
421	CONSUMPTION OF NAVAL STORES CONTINUED	197
422	CONSUMPTION AND PRICE OF NAVAL STORES (Tables)	197-198
423	INFORMATION AND STOCKS HELD BY CHIEF U.S. TRADE	198
424	NEW PROCEDURE ENGINEERED TO SAVE LABOR IN NAVAL STORES	198
425	STOCKS	198
426	TURPENTINE CONSUMPTION IN MAIN INDUSTRIES	199
427	NAVAL STORES -

INDEX TO EXHIBITS

TUESDAY NOVEMBER 21st.

EXHIBIT NO.		PAGE
19	GUM TURPENTINE AND ROSIN AMENDMENT TO SECTION 1.	248
20	GUM TURPENTINE AND ROSIN AMENDMENT TO PROPOSED AGREEMENT	250
21	GUM TURPENTINE AND ROSIN AMENDMENT TO SECTION 5	252
22	GUM TURPENTINE AND ROSIN PROPOSED AMENDMENT	253
23	GUM TURPENTINE AND ROSIN PROPOSED AMENDMENT	254
24	GUM TURPENTINE AND ROSIN AMENDMENT TO PROPOSED AGREEMENT	255
25	ARTICLE VI - CONTROL COMMITTEE	310
26	PRICE SPREAD BETWEEN TALLOW AND ROSIN DECREASES (chart)	314
	NAVAL STORES ACT	368
	BRIEF OF O. T. McINTOSH SOUTHERN NAVAL STORES	393
	TELEGRAM - J. G. PACE	402

	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

INDEX TO EXHIBITS

WEDNESDAY NOVEMBER 22nd.,1933.

EXHIBIT NO.		PAGE
28	TOTAL RECEIPTS OF TURPENTINE AND ROSIN	459-460
29	AGREEMENT - SALE OF GUM TURPENTINE AND GUM ROSIN	461
30	THE LURTON COMPANY (letter)	471
	PENINSULAR NAVAL STORES COMPANY (letter)	473
	ANTWERP NAVAL STORES (letter)	474
31	TURPENTINE YIELDS PER CROP UNDER POOR MEDIUM AND GOOD CONDITIONS	505
32	AMENDMENT	514
33	TURPENTINE AND ROSIN FACTORS, INC. (letter)	576
	CATECHISM OF THE TURPENTINE AND ROSIN MARKETING AGREEMENT	577

INDEX TO EXHIBITS

THURSDAY NOVEMBER 23rd.,1933.

EXHIBIT NO.		PAGE
34	LETTER FROM HERCULES POWDER COMPANY DATED OCTOBER 17, 1933.	668
35	DOWNING COMPANY STOCKS ON HAND	738
36	DOWNING COMPANY TABULATIONS	740
37	LETTER - MILLARD REESE	746
38	ANTWERP NAVAL STORES STATEMENTS	755
	APPROXIMATIONS OF FRENCH NAVAL STORES CROPS FOR THE PAST NINETEEN YEARS	767

PERSONNEL CONDUCTING NAVAL STORES HEARING,
MAYFLOWER HOTEL

John T. Pearson	Presiding Officer Representing Legal Div. A.A.A.
Ammon McClellan	Chief Hearing Clerk Agricultural Adjustment Administration, Dept. of Agriculture.
Theodore G. Bilbo	Special Agent, Information & Publicity Div. A.A.A.
LeRoy Peterson	Consumers Counsel, A.A.A.
Frances Adler	Official Reporter, A.A.A.
Robert E. Sessions	Attorney, Legal Division A.A.A.
W. F. Holtzman	Specialist in the Processing and Marketing Division, Special Food and Products Section.
*Dr. F. G. Veitch	Chemist in Charge Naval Stores Investigations, Bureau of Chemistry and Soils, Dept. of Agriculture.
*Thos. W. Delahanty	Asst. Chief Chemical Div. Bureau of Foreign and Domestic Commerce, Dept. of Commerce.
*Wm. N. Sparhawk	Senior Forest Economist U.S. Forest Service, Dept. of Agriculture.
*Carl Speh	Secretary and Manager Pine Institute of America.

*Technical Advisors to the Agricultural Adjustment Administration.

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LeRoy Peterson	Consumers Counsel, A.A.A.
W. F. Holtzman	Specialist in the Processing and Marketing Division, Special Food and Products Section.
Robert M. Sessions	Attorney, Legal Division, A.A.A.
*Dr. F.G.Veitch	Chemist in Charge Naval Stores Investigations, Bureau of Chemistry and Soils. Dept. of Agriculture.
*Thos. W. Delahanty	Asst. Chief, Chemical Div. Bureau of Foreign and Domestic Commerce, Department of Commerce.
*Wm. N. Sparhawk	Senior Forest Economist, U. S. Forest Service, Dept. of Agriculture.
*Carl Speh	Secretary and Manager, Pine Institute of America.

*Technical Advisors to the Agricultural Adjustment Administration.

*Technical Advisors to the Secretariat Administration.

NAME	REPRESENTING
Millard Reese	The Downing Company, Inc. and Sansavilla Co.
H. L. Kayton	Carson Naval Stores Company and various proxies.
Thomas J. Aycock	Aycock Lindsey Corp.
Harry A. Lurton	The Lurton Company
J. C. Nash	Columbia Naval Stores Co. and Gum Naval Stores Distributors.
R. L. Block	Gainesville, Fla.
George R. Tennent	Sulphate Wood Turpentine Producers and Hummel-Ross Fibre Corp.
C. S. Newton	Better Rosin Corp. and Waynesville Naval Stores.
Julian Langner	Gum Turpentine & Rosin Producers Committee
O. T. McIntosh	Southern States Naval Stores Co. and various proxies
James Willoughby	Willoughby Bros.
A. F. Bullard	Bagdad Land & Lumber Co.
Troy C. Brannan	G. W. Cooper Naval Stores Co.
G. W. Cooper	Cedar Creek Naval Stores Co.
W. P. Bland	Statesboro, Ga.
M. C. Stallworth	Mobile, Ala.
L. N. Bent	Hercules Powder Co. and Steam Solvent Naval Stores Manufacturers Institute.

NAME	REPRESENTING
S. J. Spitz	General Naval Stores Co., Inc. and Steam Solvent Naval Stores Manufacturers Institute.
J. H. McCormack	The Steam Solvent Naval Stores Mfg. Institute and Newport Industries, Inc.
John B. Gordon	Bureau of Raw Materials for American Vegetable Oils and Fats Industries.
J. E. Lockwood	Consulting Engineer on Naval Stores
M. F. Northrop	Fairhope, Ala.
W. M. Ottmeier	Superior Pine Products Co.
R. R. Benedict	Brunswick Turpentine Co. Brunswick Peninsula Co.
C. C. Giddins	Bray Giddins Co.
C. L. McCarthy	White Oak, Ga.
H. V. Rausch	Gay and Rausch
L. M. Autrey	Valdosta, Ga.
A. D. Pace	Walton & Co.
R. L. Diggs	Retort Pine Products Assn.
J. L. Ellis	Hazlehurst, Ga.
C. L. Hinson	Hazlehurst, Ga.
A. E. Evans	Hazlehurst, Ga.
James Fowler	Gum Turpentine Producers Committee
Carl F. Speh	Pine Institute of America

NAME	REPRESENTING
E. O. Batson	Batson-McGehee Co.
C. W. Steward	Steward Naval Stores Co.
W. T. Neal	Cedar Creek Naval Stores Co.
J. Turregano	Pine By-Products Corp.
B. H. Lindsey	Aycock Lindsey Corp.
C. H. Carson	Carson Naval Stores Company
J. M. Griffin	Vilas, Fla.
W. L. Rhodes	Carolina Land Co.
Robt. M. Newton	Wiggins, Miss.
H. M. Wilson	Jacksonville, Fla.
J. B. Davis	J. B. Davis & Co.
Thos. L. Weters	Oscka Naval Stores Co.
C. H. Williams	Williams Bros.
R. E. Thorpe	R. E. Thorpe & Co.
N. Weibert	Jacksonville, Fla.
A. F. K. Austin	Antwerp Naval Stores Corporation
William Jennings	Loncala Phosphate Company
J. L. Myers	Naval Stores Dealers, Inc.
J. P. Woods	Perry, Fla.
Dave Coskin	Blountstown, Fla.
R. H. Gibson	Lion Turpentine Co. Canal Turp. Corp.

NAME	CONNECTION
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

NAME	REPRESENTING
A. S. Carr	Independent Naval Stores Co.
C. L. Morgan	Wiwahitchka, Fla.
E. L. Meadows	Meadows Turpentine Co.
H. P. Shelley	Tallahassee, Fla.
R. R. Long	Conecut Lumber Co.
Harlen Langdale	Gum Turpentine & Rosin Producer Committee
Wm. J. Keenan	Producers in central South Carolina
C. N. Sinclair	Madison, Fla.
Guy Harrill	Guy Harrill Operators
M. S. Booth	Manor, Ga.
A. K. Sessoms	Timber Products Co. Union Naval Stores
George L. Rahn	Reiser Rahn & Co.
A. E. Graham	Egypt, Ga.
E. C. Hughes	Mobile, Ala.
A. A. Schlesinger	Newport Industries, Inc.
R. A. Durham	Smoaks, S.C.
A. Gordon Cassells	The Cassells Co.
Haylon Parker	Collins, Ga.
G. D. VanTurpt Co. W. H. Varn	Smoaks, S. Car.
G. T. Rives	The Downing Co. Inc.
J. C. Truker	Perry, Fla.

The hearing was attended by Ammon McClellan, Chief Hearing Clerk, designated by the Secretary of Agriculture as provided by Section 206, General Regulations, Series 1, Revision 1, U. S. Department of Agriculture, Agricultural Adjustment Administration.

MR. PEARSON: The hearing will now come to order.

(The Designation of the presiding officer reads as follows)

EXHIBIT 1

DESIGNATION OF PRESIDING OFFICER

In accordance with Section 204 of the General Regulations, Series 1, Revision 1, of the United States Department of Agriculture, Agricultural Adjustment Administration, I hereby designate John T. Pearson as Presiding Officer to conduct a hearing, as provided in the Notice of Hearing dated November 9, 1933, to be held on November 20, 1933, and thereafter until concluded upon the proposed Marketing Agreement which the American Turpentine Gum Farmers Association has requested the Secretary of Agriculture to enter into, pursuant to Section 8 (2) of the Agricultural Adjustment Act, approved May 12, 1933, as amended. The above named Presiding Officer shall conduct such hearing in accordance with the aforesaid Regulations, and shall perform the functions and duties and be vested with the powers herein provided.

In testimony whereof I have hereunto set my hand and caused the official seal of the Dept. of Agriculture to be affixed in the city of Washington, this 9th. day of November, 1933.

H. A. WALLACE
Secretary of Agriculture.

Exhibit I

(THE SAME IS RECEIVED IN EVIDENCE AND MARKED EXHIBIT 1)

MR. PEARSON: I will ask Mr. McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, to read the notice of the hearing at this time.

(Mr. McClellan reads the notice of hearing)

NOTICE OF HEARING WITH REFERENCE TO A PROPOSED MARKETING AGREEMENT

Under the Agricultural Adjustment Act, approved May 12, 1933, as amended and under the General Regulations, Series 1, Revision 1, of the United States Department of Agriculture, Agricultural Adjustment Administration, issued pursuant thereto. NOTICE IS HEREBY GIVEN of a hearing to be held at the Mayflower Hotel, Jacksonville, Florida, on November 20, 1933 at 9:30 A.M., at which hearing interested parties will be heard with reference to a proposed Marketing Agreement which the American Turpentine Gum Farmers Association has requested the Secretary of Agriculture to enter into pursuant to Section 8 (2) of said Act. A copy of such proposed agreement is now on file and available for public inspection at the office of the Chief Hearing Clerk, in the

Department of Agriculture, Washington, D. C. Copies of such agreement may be obtained in such office. The proposed Agreement relates to prices, practices and conditions in the turpentine industry.

Dated November 9, 1933.
Washington, D. C.

(Signed) Henry A. Wallace
Secretary of Agriculture

(THE SAME IS RECEIVED IN EVIDENCE AND MARKED EXHIBIT 2)

THE PRESIDING OFFICER: If there is no objection we will waive the reading of the Marketing Agreement which is received in evidence and marked Exhibit 3.

PROPOSED MARKETING AGREEMENT

FOR

GUM TURPENTINE AND GUM ROSIN PRODUCERS

ARTICLE I

PURPOSES

The parties to this agreement are the contracting producers, and the Secretary of Agriculture of the United States.

Whereas, it is the declared policy of Congress as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended:

(a) To establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period, the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909-July 1914, and in the case of tobacco, the base period being the post-war period, August 1919-July 1929,

(b) To approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and

(c) To protect the consumers' interest by readjusting farm pro-

duction at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom, which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period August 1909-July 1914;

And,

Whereas, pursuant to the Agricultural Adjustment Act, the parties hereto, for the purpose of correcting conditions now obtaining in the production of gum turpentine and gum rosin, and the distribution thereof, and to effectuate the declared policy of the act, desire to enter into a marketing agreement under the provisions of Section 8 (2) of the Act;

Now, therefore, the parties hereto agree as follows:

ARTICLE II

DEFINITIONS

Section 1. As used in this agreement,

(a) The term "Secretary" means the Secretary of Agriculture of the United States.

(b) The term "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.

(c) The term "person" means individual, partnership, corporation, association and any other business unit.

(d) The term "gum spirits of turpentine" means spirits of turpentine made from gum (oleoresin) from a living tree.

(e) The term "gum rosin" means rosin remaining after the distillation of gum spirits of turpentine.

(f) The term "crude gum" means oleoresin, the exudation produced by periodically scarifying living pine trees of various species.

(g) The term "package" means any container of gum turpentine and/or gum rosin, and includes barrel, tank, tank car, or other receptacle.

(h) The term "contracting producers" means the American Gum Turpentine Farmers' Association, a non-profit corporation organized under the laws of Delaware, with no inequitable restrictions upon membership.

(i) The term "books and records" means any books, records, accounts, contracts, documents, memoranda, papers, correspondence, or other written data pertaining to the business of the person in question.

(j) The term "subsidiary" means any person, of or over whom the contracting distributor or contracting producer has, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

(k) The term "affiliate" means any person who has, either directly or indirectly, actual or legal control of or over a contracting producer, whether by stock ownership or in any other manner.

ARTICLE III

EXPENSES AND ASSESSMENTS

Each contracting producer agrees to pay to the Control Committee his proportionate share of the expenses necessary to the administration of the terms of this agreement. The schedule of such charges shall be as set forth in Exhibit A hereto, and may be changed from time to time by the affirmative vote of 75% by volume of the contracting producers, upon the written approval of the Secretary.

ARTICLE IV

MARKETING QUOTAS

Each contracting producer hereby agrees to comply with the quotas established in the manner prescribed in Exhibit B hereto. The manner of

establishing such quotas may be changed from time to time by the affirmative vote of 75% by volume of the contracting producers, upon the written approval of the Secretary.

ARTICLE V

REPORTS

Section 1. The contracting producers shall severally, from time to time, upon the request of the Secretary, furnish him such information on and in accordance with forms of reports to be supplied by him, as may be necessary for the purposes of (1) assisting the Secretary in the furtherance of his powers and duties with respect to this agreement, and/or (2) enabling the Secretary to ascertain and determine the extent to which the declared policy of the act and the purposes of this agreement will be effectuated, such reports to be verified under oath.

Section 2. The contracting producers also severally agree that, for the same purposes, and/or to enable the Secretary to verify the information furnished him on said forms of report, all their books and records, and the books and records of their affiliates and subsidiaries, shall, during the usual hours of business be subject to the examination of the Secretary.

Section 3. Contracting producers shall severally keep books and records which will clearly reflect all financial transactions of their respective businesses and the financial condition thereof, and shall see to it that their respective affiliates keep such records.

Section 4. All information furnished the Secretary pursuant to this article shall remain confidential in accordance with the applicable General Regulations, Agricultural Adjustment Administration.

CONTROL COMMITTEE

ARTICLE VI

Section 1.

(a) A Control Committee consisting of nine members is hereby established; each member shall be a producer and resident of the State or one of the States represented by him, and shall be selected by a majority vote of the producers from such State or States.

(b) Each producer shall be entitled to one vote for each unit produced by him during the preceding year.

(c) Membership on the Control Committee shall be geographically distributed as follows: three members from the States of Georgia and Florida; one member from Alabama; one member from North Carolina or South Carolina; and one member from Mississippi or Louisiana, or Texas.

(d) If any members of said committee are not selected as provided in this Article within 10 days after the effective date, or within 10 days after any vacancy occurs, then, in such event, the Secretary shall select such member or members. Each member selected shall promptly file a written acceptance of his appointment with the Secretary or his designated representative. In the event that all members of the Control Committee have not been selected within seven days after the effective date of this agreement, the said committee may organize and function upon the filing of such written acceptance by a majority of members representing 60% of the total production of gum turpentine and gum rosin. The committee shall select such officers and adopt such rules for the conduct of the business as they may deem advisable.

Section 2. Duties and Powers.

(a) The Control Committee shall supervise the performance of the terms of this agreement.

Section 1.

(a) A Default Condition consisting of more than one of the following; each number shall be a reference to only one of the items represented by him, and shall be related by a majority vote of the purchasers from such state or States.

(b) Such Purchaser shall be entitled to cure the same not produced by his Default the Permitted Year.

(c) Immediately on the Default Condition shall be (notwithstanding the following: Three members from the state of Georgia and Eighteen one member from Alabama; one member from South Carolina or North Carolina; one member from Florida or Kentucky, or three.

(d) It may confirm at any conditions are not replaced on Premises in this initial within 30 days after the effective date, or within 10 days after any ordinary course, then, in such event, the Guaranty shall enter such number or number. Each member elected shall promptly file a written acceptance of the obligations with the Secretary of the designated representative. In the event this all members of the Default Condition fire not been replaced within seven days after the effective date of this agreement, the said executive may request that the Union of such written acceptance by a majority of members representing 60% of the total Purchasing of the Purchasers may then vote. The committee shall select such officers as the President may deem proper.

Section 2. Duties and Powers.

(a) The Default Committee shall administer the performance of its terms of this Agreement.

(b) The Default Committee shall have the power to call meetings for the purpose of taking such action as the President may deem advisable.

(b) The Control Committee shall have full power and authority to make such expenditures as may be deemed necessary to carry out the provisions of this agreement.

(c) The Control Committee shall cause to be kept complete and proper accounts of all receipts, disbursements, shipments of gum turpentine and gum rosin by producers and of all business transactions which they conduct.

(d) The books and records of the control committee shall be open to inspection by the Secretary or any producer.

(e) The Control Committee shall appoint a managing secretary whose salary shall be prescribed by the Control Committee and whose duties shall be to conduct from time to time market surveys and who shall perform such other duties as shall be prescribed by the committee.

(f) The Control Committee shall have full power and authority to appoint such other employees as they may deem necessary, to determine the salaries, and to define the duties of such employees.

(g) The Control Committee shall hear and dispose of all questions and disputes arising in connection with the performance of the terms of this agreement subject to the right of appeal to the Secretary hereinafter provided for; provided, that if a member of the Control Committee or a producer represented by him be charged with a breach of this agreement, the Secretary may, upon application of any party in interest, disqualify such member from participating in the investigation of such charge and shall appoint a disinterested individual to act for the member disqualified.

ARTICLE VII

EFFECTIVE TIME

The effective time of this agreement shall be as the Secretary may declare above his signature attached hereto, and this agreement shall continue

in force until terminated as follows:

(a) The Secretary at any time may terminate this agreement as to all parties thereto by giving at least one day's notice by means of a press release or in any other manner which the Secretary may determine.

(b) The Secretary may at any time terminate this agreement as to any party signatory thereto, by giving at least one day's notice, by depositing the same in the mail and addressed to such party at his last known address.

(c) The Secretary shall terminate this agreement upon the request of 70% of the contracting producers, such percentage to be measured by the volume of gum turpentine and gum rosin marketed or distributed, respectively, by giving notice in the same manner as provided in paragraph (a) above.

(d) This agreement shall in any event terminate whenever the provisions of the act authorizing it cease to be in effect.

ARTICLE VIII

DURATION OF IMMUNITIES

Section 1. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges and immunities conferred by this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.

ARTICLE IX

COUNTERPARTS

Section 1. This agreement may be executed in multiple counterparts, which when signed by the Secretary shall constitute, when taken together, one and the same instrument as if all such signatures were contained in one original.

ADDITIONAL PARTIES

ARTICLE X

Section 1. After this agreement first takes effect any association of producers may become a party to this agreement, if a counterpart thereof is executed by him and by the Secretary. This agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such new contracting party.

ARTICLE XI

AGENTS

Section.1. The Secretary may by a designation in writing, name any person, including any officer or employee of the Government, to act as his agent in connection with any of the provisions of this agreement.

ARTICLE XII

SIGNATURES OF PARTIES

In witness whereof the contracting parties, acting under the provisions of the Agricultural Adjustment Act, for the purposes and subject to the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

_____

_____

_____

Whereas, it is provided by section 8 of the act as follows:

In order to effectuate the declared policy, the Secretary of Agriculture shall have power to enter into marketing agreements with processors, associations of producers, and others engaged in the handling in the current of inter-

ARTICLE X

Section 1. Upon this effective date [illegible] and resolutions of [illegible] of the Province, if not inconsistent therewith, shall remain in force as acts of the Province. This statement shall also extend to [illegible] and ordinances of [illegible] and [illegible] of the Province.

ARTICLE XI

[illegible]

Section 1. The Province may [illegible] to which [illegible] shall [illegible] of the Province.

ARTICLE XII

[illegible] of Powers

In matters [illegible] the Provincial Parties, [illegible] of the Provincial Parties [illegible], for the purposes and [illegible] [illegible] [illegible]

state of foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the antitrust laws of the United States and any such agreement shall be deemed to be lawful: Provided, that no such agreement shall remain in force after the termination of this act;

And,

Whereas, due notice and opportunity for hearing to interested parties has been given pursuant to the provisions of the Act, and the regulations issued thereunder; and

Whereas, the Secretary finds (1) that the contracting producers are engaged in the handling of gum turpentine and gum rosin in the current of interstate and foreign commerce, and (2) that the conditions existing in the marketing and distribution of gum turpentine and gum rosin in intrastate commerce burden the marketing and distribution of gum turpentine and gum-rosin in interstate and foreign commerce, and (3) that the marketing and distribution of gum turpentine and gum rosin in intrastate commerce is inextricably intermingled with their marketing and distribution in interstate and foreign commerce; and

Whereas, it appears, after due consideration, that this agreement will tend to effectuate the policy of Congress declared in Section 2 of the Act, as hereinbefore in this agreement set forth:

Now, therefore, I, Henry A. Wallace, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this agreement under my hand and official seal of the Department of Agriculture, in the city of Washington, D. C., on this _____day of _____, and pursuant to the provisions hereof declare this agreement to be effective on and

after _____eastern standard time.

SEAL _____ SECRETARY OF AGRICULTURE.

EXHIBIT A

EXPENSES AND ASSESSMENTS

Section 1. On and after January the first, 1934, every original package of gum turpentine and gum rosin shipped by the original producer thereof shall have firmly attached thereto an identifying stamp or metal tag as hereinafter provided.

Section 2. The Control Committee shall supply to every producer a number of tags equal to the number of packages required for his allotment, plus the number of tags required for packages containing the quantity of gum turpentine and gum rosin owned by him on December 31st, 1933.

(a) Each stamp or tag shall be plainly marked with a number identifying the producer, the serial number of the tag, and the year of production and specification of the contents.

(b) An accurate record shall be kept by the Control Committee of the serial number and all information contained thereon.

Section 3. Each producer shall pay to the Control Committee such uniform charges as may be assessed against them as the Secretary may approve, but not in excess of the following amount:

(1) Fifteen cents (15¢) for each tag to be attached to a merchantable package of gum turpentine of approximately fifty-one (51) gallons net.

(2) Five cents (5¢) for each tag to be attached to a merchantable package of gum rosin of approximately five hundred (500) pounds.

(3) Six cents (6¢) for each tag to be attached to a metal package of rosin of approximately six hundred (600) pounds.

(4) Fifteen cents (15¢) for each fifty (50) gallons for a tag attached to a tank car or other receptacle of gum turpentine except the merchantable package referred to in (1) above.

(5) One cent (1¢) for each one hundred (100) pounds or fraction thereof for a tag attached to a tank car or other receptacle of rosin other than the merchantable package referred to in (2) and (3).

(6) Six cents (6¢) for each tag attached to a barrel of crude or cleaned gum of approximately fifty (50) gallons.

Section 4. Any producer purchasing crude or cleaned gum and distilling same shall exchange the original tags attached to the crude gum barrel or turpentine gum rosin tag of equivalent quantity, and any shipment made by any producer arising out of such a transaction shall be permitted shipment in addition to the amount regularly allotted to such producer.

Section 5. Upon the expiration of this agreement the amount thus collected and not expended in the administration of the terms of this agreement shall be disbursed pro rata to producers in proportion to the amount originally contributed.

EXHIBIT B

MARKETING QUOTAS

Section 1. The Control Committee within seven days after the effective date of this agreement, and by October 15 of each succeeding year thereafter, shall estimate the amount of turpentine and rosin owned and controlled by producers and distributors which will be available on December 31, 1933 and carried for the following year for sale to consumers. Upon the basis of such estimate and upon information obtained from market surveys conducted pursuant to Paragraph (c) Section 2 of Article VI hereof, shall determine the total volume of turpentine and rosin which shall be marketed during the ensuing calendar year.

Section 2. a. The Control Committee shall allot to each producer the percentage of the total quantity determined in Section 1 above, which such

producer shall market during the ensuring year. Such allotments shall not include crude gum, gum turpentine, or gum rosin owned by such producer on December 31st, 1933.

b. Due notice shall be given to all interested parties not less than twenty days prior to the date upon which allotments are to be made.

Section 3. Any person desiring to produce and/or sell crude gum, turpentine or rosin, shall give notice to the Control Committee in writing at least ten days before the date of allotment. The notice shall state the total quantity which such person desires to produce, and shall be accompanied by a payment of three cents (3¢) for each package of gum turpentine and one cent (1¢) for each package of crude gum or rosin for which allotment is requested. All payments so made shall be credited to the applicant on account of any payments to be made.

Section 4. The Committee shall require that the applicant submit evidence that he is the owner or lessee of land and timber which will produce the quantities requested and that the applicant is able to finance the production of such amounts of gum turpentine and gum rosin.

Section 5. The Control Committee shall allot to the applicant the percentage of the average production of gum turpentine and gum rosin which the applicant has produced for the last six years(or lesser number of years which the producer may have been in business), which the total amount to be produced, bears to the total average production for the past six years.

(a) Any producer not satisfied with the amount allotted to him shall file a written statement with the Control Committee not later than seven days after receipt of the allotment, setting out his reasons and requesting an opportunity to be heard. The Control Committee not later than two weeks after the receipt of such request shall give due opportunity to the producer to be

heard and shall permit two or more producers to adjust their allotments between and among themselves; provided, however, that the producer whose amount is thereby increased shall establish to the satisfaction of the Control Committee the desirability of such adjustment.

Section 6.

(a) The Control Committee shall set aside three per cent (3%) of the total quantity to be marketed, which three per cent (3%) shall be allotted to new producers.

(b) New producers requesting an allotment shall file with the Control Committee a request stating the amount of gum turpentine and gum rosin which such producer desires to produce, the available timber owned or leased, and shall establish to the satisfaction of the Control Committee his financial ability to fulfill the allotment.

(c) No allotment to any new producer shall exceed one thousand (1,000) barrels of gum turpentine and the rosin equivalent.

Section 7. Where a producer sells, leases or otherwise disposes of the ownership or control of part or all of his timberland or leases, a proportionate share of his allotment shall accompany such transfer; provided that the purchaser or lessor shall establish to the satisfaction of the Control Committee his ability to fulfill the amount thus allotted.

THE PRESIDING OFFICER: The Secretary of Agriculture has set for hearing at this time and place a proposed marketing agreement entitled, A Proposed Marketing Agreement for Gum Turpentine and Gum Rosin Producers. A copy of this marketing agreement has been filed in the office of the Chief Hearing Clerk, pursuant to regulations, and has been and will continue throughout this hearing to be open for inspection to all parties interested. A copy of this proposed marketing agreement may be obtained upon application to the Chief Hearing Clerk, who is present at this hearing.

The Secretary of Agriculture has designated me, John T. Pearson, as presiding officer at this hearing. The written designation is now received in evidence, marked Exhibit 1 and is made a part of this record.

Notice of the time, place and purpose of holding this hearing has been duly given in accordance with the statute in such cases made and provided, and in accordance with the regulations adopted by the Department of Agriculture, pursuant to such statute. A true copy of the notice of such hearing will now be read by the Hearing Clerk.

This notice of hearing is now received in evidence, marked Exhibit 2 and is made a part of this record.

In view of the fact that the proposed marketing agreement is available to all parties interested on application to the Chief Hearing Clerk, the reading of the marketing agreement at this time will be waived unless objection is now raised. No objections being heard, the reading is waived and the proposed marketing agreement is received in evidence as Exhibit 3 and is made a part of the record.

The procedure which will be followed in conducting this hearing will be as follows:

All parties or their counsel or representatives who desire to be heard, offer evidence or file any written statements or briefs, must enter appearance on the official blanks which will be supplied by the Chief Hearing Clerk, who is present at this hearing. This is very important and is covered by Section 206 of Article II of the General Regulations made by the Secretary, which reads as follows:

"All persons desiring to testify at any such hearing or to file written statements or written arguments in connection therewith, shall before the opening of such hearing cause their names to be filed with the Chief Hearing Clerk, or shall cause their names to be filed at such hearing at the opening thereof with said Chief Hearing Clerk, or with an Assistant Hearing Clerk present at such hearing who shall be designated by the Presiding Officer. Any person who has not caused his name to be filed shall not be entitled to be heard or to file written statements or written arguments, unless the Presiding Officer, in his discretion, shall permit the later filing of names in cases in which in his judgment the public interest so requires."

Every one entering appearance will be given full opportunity to testify either orally or in writing.

The official reporter has permission at this time to make a statement regarding the furnishing of copies of the transcript.

MR. REESE: Will it be necessary for those who expect to file a brief to file anything more than this appearance?

THE PRESIDING OFFICER: That is all, sir. Are there any further questions?

(No Response)

THE PRESIDING OFFICER: Please be careful and fill out the appearance blanks in accordance with the instructions just received from the Official Reporter.

I should like to add to these announcements a word as to the procedure. This is not a judicial proceeding; it is more in the nature of a legislative hearing. It is a formal hearing, however, and all witnesses must be sworn and be as brief as possible. The Chair will be compelled to restrain any witnesses attempting to fill the record with irrelevant material. No cross examination of witnesses will be allowed and no questions will be permitted from the floor, but ample opportunity will be offered to answer any statement made. The Chair and representative of the Administrator reserve the right to ask such questions at any time as to them may seem necessary to clear up the witness' position and assist in bringing out the necessary facts. It is suggested, however, that those at the bench have permission of the Chair before questioning the witness. The hearing will be impartial and thorough but must move rapidly. The agreement upon which this hearing is being held is proposed by the industry. The Government is here, Gentlemen, only to learn the needs of the industry and your solution of the problem. No one in the Government service has or will at this time express an opinion as to the advisability of a Marketing Agreement. Unauthorized statements made by some members of the Trade to the contrary notwithstanding. This is your proposed agreement, Gentlemen, and we are here for facts only and will not express opinions, at this time.

The sponsers of the proposed marketing agreement will first be permitted to show that there should be a marketing agreement - not the proposed marketing agreement but that there should be some marketing agreement in this instance.

Any person opposed to the Secretary of Agriculture becoming a party to any marketing agreement at all - not the proposed marketing agreement but any marketing agreement at all - will then be heard.

Those favoring the proposed marketing agreement will then be heard on the question of the advisability of the several provisions of the proposed marketing agreement.

Persons who oppose any or all of the provisions of the marketing agreement or who desire to suggest additions, alterations or modifications in respect to the proposed marketing agreement will then be heard. Any suggested additions, alterations or modifications must be submitted either orally or in written statements and in triplicate and read into the record at that time.

Persons in favor of the proposed marketing agreement will then be permitted to discuss any suggested additions, alterations or modifications.

As previously stated, each person before testifying will be sworn by the presiding officer to testify truthfully in respect to the issues involved in this hearing. He will also be required to state whom he represents and on behalf of whom he is speaking.

Before proceeding further I will call upon Mr. Speh to describe in detail how turpentine and rosin is produced. He will be followed by Dr. Veitch and Mr. McClellan who has had considerable experience in the industry. I might say that there are those who will follow who are not as familiar with the industry, or are not as familiar with it as you are. I will call upon Mr. Speh to clear up this matter for us and those who will follow us, in the considering of the Proposed Marketing Agreement.

CARL SPEH, Secretary & Manager, Pine Institute of America, Jacksonville, Florida, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

As the Presiding Officer explained to you gentlemen, I will ask you to please bear with me on developing these steps in the production of naval

stores. All of you gentlemen know more about it probably than I do but they have asked that I explain or make a statement for the record so that when it goes to Washington the other gentlemen making a study of the evidence will have a statement and probably a definition of the various trade terms which will be used during the hearing.

I feel that first we should define naval stores. Back in the days of the English colonies this crude gum obtained from the tree was shipped back to England or was handled in this country in an open kettle, boiled down to remove the spirits of turpentine, and the resulting tar or pitch was used for caulking ropes, or rather I should say for tarring ropes and caulking the seams of the vessels. Its general use was around ships and therefore it was handled by a ship Chandler and it was only the ship Chandler who handled it.

As times changed and we went from the wooden to the steel boat those conditions changed. The supplies became more along the line of machinery but it happened that the ship chandler continued to handle naval stores stock together with kerosene, turpentine and so forth and that is the reason for the term naval stores. But it has nothing to do with the United States Navy or anything else as a good many of the people in Washington feel.

The industry is divided into several groups, the largest of which is that producing gum turpentine and gum rosin. In addition there are groups producing wood products, steam solvents, wood turpentine, wood rosin and the destructive distillation turpentine.

In a broad use of the phrase "naval stores", it also includes such products as pine oil, pine tar and pine pitch and in addition to that the Naval Stores Act, as amended, includes sulphate wood turpentine, so that the field covered by the phrase "naval stores" is quite large. As I say,

the most important of this group is the gum turpentine and gum rosin industry. The raw material for the industry is the leafy pine, there are two species generally used, the longleaf and the slash pine, possibly in the discussion it will be referred to as longleaf or slash, each pine producing a gum with certain definite characteristics. I don't suppose that will come out in the discussion because that is rather technical.

The pine area, the pine belt extends from North Carolina through South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, and into Eastern Texas. However, the larger portion of the industry is concentrated in Georgia and Florida.

As I say, the raw material for the industry is the leafy pine. The first step then is the arrangement for having access or ownership of this raw material, so we find that the turpentine and rosin is produced from the tree either by the man owning the tree or the man who makes an arrangement through the form of a contract, lease or rental, with the man who owns it. It is a simple procedure, therefore if a man is working his own trees he is working for the production of his own products, otherwise he arranges a form of lease with the owner, payment for which is made in several different ways. In one way, he may pay a flat sum, so much per unit of working. The unit used is referred to as the crop, a crop is 10,000 faces, but don't confuse that with 10,000 trees because some trees have more than one face, but that means 10,000 faces irrespective of the number of trees. His payment is on the basis of a flat sum per crop. He may have the privilege of working the tree for four or five or more years, depending upon his understanding. He may pay so much a crop and it is not an uncommon practice, at least in the past, to have paid a flat sum before you do anything with the trees, for the entire working period for the crop. On the other hand, some leases are made where a may pays a certain

percentage of the total lease value which is payable when he starts working, and then there is compensation in the form of percentage. He turns over to the timber owner a certain percentage, of the profit obtained, say 20%, that means that for every 100 barrels of turpentine he turns over 20 barrels and for every 333 barrels of rosin he turned over 20% of that. The owner can dispose of it as he sees fit. In a good many cases the operator is asked to market it and then credit the returns to the owner.

That in brief covers the average lease although there are slight differences, variations and exceptions. Sometimes it is based on the net or gross returns and again they would pay a percentage.

We have this leafy tree then. I am sure that all of these gentlemen have at some time or another had occasion to wound or injure a pine tree and they will notice a flow of gum that sets in. One theory is that the tree sets it up to heal the wound. The gum turpentine and gum rosin producer intentionally wounds the tree. The wounding is called chipping. The man who does it is called the chipper. It is done with an instrument called a hack for the low faces or with a puller for the high faces, the face being that portion of the tree which is being wounded or scarified. Of course, this wounding is done at regular periods. The practice, is wounding about once a week. They try to put on this streak once a week. The practice is to put on from thirty-two to forty streaks a year and that is the working season for the year which the industry learned produces the maximum flow of gum. Of course, all of this wounding produces this flow of gum. As some exudes there is a certain amount of turpentine evaporated which seals over the wound and the next streak is put on to reopen the seal and start a new flow of gum. As the gum flows over the face, there is a certain amount of evaporation of the spirits of turpentine from the gum, sometimes

it is so thick that it does'nt flow but adheres to the face and you will see it as a mass of white crystals over the face of the tree, which the trade calls scrape. This must be collected. In the old days they cut a hole in the face of the tree with an axe. Modern practice consists in supplying at the face of the tree, a cup. It is of various shapes and materials; clay, aluminum, zinc or galvanized iron and there are many types of paper containers, paper cups and things of that nature. That is the collecting receptacles. As the gum flows down it reaches the gutters or aprons made of galvanized iron or aluminum which conveys the gum to the cup. Of course this cup is hung at the beginning of the season. After selecting the trees which he has contracted to work the cups are hung and then he starts his streaking. The gum is known by the trade as dip and that is to differentiated from the scrape which is the dried mass on the face. The cups must be emptied and this is done by a man known as the dipper, and the process is called dipping. At the fall of the year when the working season is over they went to collect the mass of scrape on the face so another man comes along and he scrapes it off with a scrape iron and he is called the scraper and then it is packed into barrels. The man who does the dipping, carries a small bucket and empties each cup with the aid of a dip iron or paddle and when the bucket is full he carries it to a barrel and that barrel is filled and is known as the dip barrel and has a capacity of from forty five to fifty five gallons. It is covered and turned down and rolled on to a wagan and hauled to the still. The scrapes has been packed into a barrel and that is hauled to the still, so we now have our raw materials obtained from the tree in the form of dip and the harder gum or scrape. The crude gum is essentially a solution of the rosin in spirits of turpentine. There is no definite market for the scrape or dip in that condition, it has to be prepared so that it

is available for the consume of these products, therefore, the step necessary next is to separate these two constituents, the spirits of turpentine and rosin and that is done by emptying the barrel of turpentine into a pot bellied still, heat is supplied by a direct fire beneath it. The turpentine is volatilized and is aided by adding water, which is a form of steam distillation. This matter then consists of spirits of turpentine and water. It passes through a condenser and it emerges through the worm into a separator. Turpentine and water are not materially soluble, therefore they separate. The turpentine being lighter flows to the top and the water to the bottom. The water is disregarded and the turpentine flows off and the modern practice in trying to remove the final traces of water from the turpentine, is by passing it through salt which is a dehydrator.

Then the turpentine is ready for packaging. That may be either a crude oak staved barrel, or a galvanized drum, or it may be sent to a storage tank located at the turpentine still, preparatory to future packaging which may be in barrels, either wood or metal, or it may be loaded into a tank car.

So that now we have it ready for the market. The rosin is left in the still for the removal of spirits of turpentine. These are the melted resin acids and the trade knows it as rosin. That mass left in the still is molten rosin, with bits of bark, pine straw and sand in it. That again, is not in a marketable condition so you have to strain and remove the foreign matter so the pull gate is opened and the rosin flows out, first through a rather coarse wire mesh strainer which removes the larger particles of wood, bark and straw, then through a finer wire mesh which removes the finer particles of bark, wood, pine and straw, and finally through a strainer containing one or more layers of cotton batting. This is supposed to remove the final traces of all foreign matter. The rosin flows out to a vat and is then ready for packaging. The

strainers are lifted off and you have access to the rosin. The rosin is dipped out or allowed to flow out by gravity depending upon the construction of the still. It is put into a wooden or metal barrel. I would say that by far, the wooden barrel type predominates. This barrel is usually purchased in a knocked down form by the operator who assembles it at the still, or rather it is assembled by the cooper. We then have a wooden barrel ready for marketing but Before that it must be inspected.

Now we come to the turpentine. Outside of the question of purity turpentine is only looked upon for grade by color. There are very technical specifications. But these specifications do not enter into the trade practice but the color does. Therefore it is inspected for purity and color and these colors have been established by the Department of Agriculture and are referred to as water white standard off one shade and off two shades. The change being due to the increased amount of color. In practice there is very little reference to the standards because the turpentine as it comes from the average still is easily within the water-white class so the industry has given more attention to the handling of turpentine and the variation by color has been reduced and there is very little reference to the grades by color although the provision is made by the various Boards of Trade and dealers handling the product so that if a dispute does arise there are the standards to go by.

We come to the rosin which must be inspected and graded. Again the trade has only graded rosin by color. Purity does'nt enter into it very much, the dirt is strained out and therefore that leaves the other method of grading which is by color. In 1923 Congress passed the Naval Stores Act defining naval stores and establishing standards of color for rosin. There are thirteen grades. There have been twelve standards established, the lowest grade being B or black. These types represent the gradation in color and a sample has been assigned to each

one, varying from X, pale, down to WW, WG, N, M, K, I, H, G, F, E, D. And as I say the lowest grade is B.

As this hearing goes on it is possible that instead of the samples being used, names will be used and I will explain that. It is not an uncommon practice to have this grading done by a professional inspector or grader of rosin. Now, to grade the rosin you must, if you have already put in the top head, a sample is taken and it is procured by using a steal spike which the men dig into the barrel and procures a little, the bottom being six inches from the top of the surface of the rosin and a sample is cut from the bottom and the sample should be a seven-eighths of an inch cube which is the standard size and that is then compared with the standard types which have been established. The standard types are in the form of permanent colored glass. They are available to everyone so that standards made from rosin are available and in use. In the grading of rosin it is graded for color, you compare it with the types. If the color value falls between two types the grade consigned is the lower type and that is known as the grade of that rosin. As an example, if a line of barrels of fifty or a hundred are taken they are ordered up on a board the same way as the order of the barrels. They are taken to the end of the line of barrels. The inspector is doing the grading. A nigger is marking the grade on the barrels and there may be a lot of noise there and in order to avoid misunderstanding, instead of calling out the different letters N or M, he calls "Nancy or Mary" so that reduces to a minimum the misunderstanding in grading and that is why we have the names Betsy, Dolly, Edward, Frank, George, Harry, Issac, Kate, Mary, Nancy and then we change it a little and refer to water-white, window glass and extra.

After that we have this rosin available for market and graded. In addition, the package is weighed, the average gross weight of a barrel of rosin in a wooden package is taken by the trade to be 500 pounds but I should say it

is possibly 495 or 492 pounds. Some of the other rosin that goes into the metal package contains as much as 600 pounds. I believe that covers the gum turpentine and of it.

Now, on these other classes of the industry. First, is the steam solvent inddstry, that uses as a raw material the dead down light wood or stumps left for sawmill operations or left by storms. That is the raw material used by the wood turpentine industry. It is hauled to the plant and prepared by hogging or threshing, it is put into a digestor, condensed, separation takes place and it is packaged. That leaves in the digestor then a moist wood from which the turpentine has been volatilized. The mass is dried by indirect heat and a solvent placed in to extract the rosin in the wood. Again it has been a separation of the turpentine and rosin from the other material. This solution of the rosin in the solvent is clarified or filtered and the solvent then removed and you have rosin and that is subject to the same rules and regulations as the gum rosin and is prepared for market in the various forms of packaging, wood or metal. In addition, this industry produces pine oil which is not found in the gum turpentine or gum rosin industry.

The destructive distillation industry also uses the dead down light wood or stump wood but in this case it is cut into suitable lengths for placing on cars, it is taken to the plant and shoved into a retort, concrete or steel, and heated by direct steam or other form, and a destructive distillation or decomposition takes place and they have a destructively distilled turpentine which must be refined.

Then we have tar oils and they have left after the removal of the oils, pitches or tars, creosote, charcoal and other products.

There is one other group. The by-product of one of the processes in making paper pulp and that is sulphate wood turpentine. In this case or indus-

try, the chips are put into a digestor and steam is passed through and the turpentine is volatilized, but you also have chemicals, therefore the turpentine is contaminated with other matter and it has to be purified and that is subject to the Naval Stores Act and the other restrictions as far as purity is concerned. I believe that covers the statement you have asked me to make.

THE PRESIDING OFFICER: It is suggested that you define a producer, who is the producer?

THE WITNESS: If you mean the creator, I'd say the producer is the man who scarifies the tree, not the worker but the owner who caused the tree to be scarified, who collected the gum and who carried out the physical separation into turpentine and rosin.

THE PRESIDING OFFICER: It has been suggested that we take a five minute recess until the loud speaker is installed so that those gentlemen in the back of the room may hear us.

(AT THIS POINT A FIVE MINUTE RECESS WAS DECLARED)

(HEARING RESUMED)

THE WITNESS: I mention for the record that where I said operator I should have said producer. I am not accustomed to talking into one of these things so if I move away from the loud speaker once in a while lift up your hand and call my attention to it.

It has been pointed out to me that I neglected to establish a definition of some of the groups involved in the industry. One of the definitions should be that of the factor.

This man who has determined to become a producer of gum turpentine and gum rosin may own the timber, or as I stated, he may have to arrange to rent or lease that timber. If he owns it he has a certain capital investment of course.

He may however need additional funds to buy the necessary equipment or to meet his initial paymolls, enough to carry him until some product is produced that can be marketed. He may have some cash and not own the timber, he may use the cash in making a lease but then need additional financial help in order to get going. I think it is safe to say that as far as approaching a local bank for financial aid in helping in the production of turpentine and rosin, it would be considered by the bank as being a capital investment which was not sufficiently liquid and not necessarily an attractive loan, and as a result there has grown up the practice of someone financing the producer just as in the cotton industry where there are cotton factors, we have a naval stores factor, the man or group of men or company who finance or provide the necessary money to carry on these operations. In return for this loan, as a protection the factor takes a mortgage on the place or makes other suitable arrangements. The producer agrees on that basis, that when production is made it shall be available to the factor for sale, the returns shall be credited to the particular producer's account with certain deductions. This factor acts not only therefore in the capacity of financer or as a banker to the producer but as the producer's sales agent as well.

The producer is out in the woods. It is necessary to convert as rapidly as possible his products into cash and he therefore cannot allow an accumulation. Therefore this stuff is shipped into concentrating points in most cases the ports, and we have the ports of Savannah and Brunswick, Georgia, Jacksonville and Pensacola, Florida and Mobile, Alabama.

The factor then takes charge of it and makes such arrangement for the sale of it as he deems profitable and, as said, the returns are credited to the account of the producer after making deductions for inbound freight, insurance, weighing, storage, and commission and in the case of turpentine, because the

package has been possibly improperly handled, leaks have developed and it is not an acceptable package to the dealer, therefore it must be put into a non-leaking package. In addition to acting not only as banker and sales agent the factor acts as the supplier of the supplies used by the producer for the commissary, foodstuffs, clothing or the equipment for running the place; barrels, staves, tools for shipping, dipping, harnesses, trucks, gasoline and so on, and this is bought on the credit established by the producer through the factor. I believe that covers the function of the factor.

The next group entering into the complete transaction would be the man who buys it either from the producer directly or from the producer through the factor and he would be known as the dealer. Now this dealer may sell in turn for domestic consumption or for export. If he exports, he is generally referred to as an exporter. Most dealers participate in both classes of sale. The dealer may obtain his supply by direct purchase at various periods from the producer and taking delivery in the woods or he may buy from the producer through the factor acting as sales agent, taking delivery at one of the concentrating ports. The dealer also may establish a definite line of supply by contracting with the producer to take his entire line of production over a given period and then the necessary arrangement as to price is made, and that varies with probably each contract. I would say that, in brief, covers the dealer.

It has also been suggested that I point out, that I define other terms which might enter into the discussion.

At the still, the point of separation of the crude gum into turpentine and rosin, you have two classes of men, the man running the still known as the stiller and the man doing the other work around the still, handling the buckets, the crude gum and he is known as a deck hand. So I believe that will cover those people.

MR. PETERSON: I wonder if you will explain the method by which the naval stores are marketed and how the market is created, what the market is.

THE WITNESS: A factor located in one of the concentrating ports and because the ports at Pensacola and Brunswick have arranged to have their receipts turned over to dealers that they have contracted with for the entire receipts, we will not discuss or at least I will not comment upon Brunswick and Pensacola, but the ports of Jacksonville and Savannah act as concentrating points for the rosin and turpentine consigned to the factor. Say some production is shipped in by producers who do not operate through factors but who want to have it reach a point or sale and the producer makes an arrangement with a broker to represent him. This factor then receives notice from the yard, the storage point, the receiving point of the rosin and turpentine as it arrives by train, boxtor automobile truck and the report states the number of barrels, the weight and the grade, the weight of each grade and from whom the receipts came, from whom the production came. The factor, this I believe the practice is, assembles all of the receipts upon which he has had a report and if he decides conditions are stable he will offer for sale this line of rosin and this number of barrels of turpentine. This line of rosin may be made up of any number of barrels of any or of all the grades. Frequently, there seems to be a feeling that the paler color was in more active demand so it is wholly possible that the factor will find that some of his customers are producing the paler grade and instead of limiting them he segregates those particular shipments and offers that line. Therefore, you may find a factor on the Boards of Trade in Savannah, Georgia offering more than one line of rosin. Word is sent out to all the dealers or brokers interested, I believe that is a general rule, and it is up to the dealer or broker to call up the factor and find out the receipts for that day. The dealer then determines what he decides to bid for the rosin and

turpentine. The Boards of Trade meet at the same time each day at 12:00 o'clock and they have an organization there, that is some one man is chairman and the bids are written down on pieces of paper, it is sealed or folded and each dealer as he is called hands in his bid. They generally bid first for the turpentine and he writes the price per gallon at the yard, stating the number of barrels offered for that day for which he will pay that particular price. The bids are then opened and read.

In theory, the man who bids the highest is the man to whom the bids are sold. It seems however that when a factor thinks the market is going up and representing the producer as a sales agent, he must exercise due dilligence and judgement in securing the best possible return and he may decide that the next day's market will be better and therefore will not accept the high bid which is then withdrawn.

On the rosin, inasmuch as there are thirteen different grades and inasmuch as the consuming trade have generally accepted that the paler grade has a more intrinsic value, there is a gradation in the price, the highest price for the paler grades and a lesser price for the darker grades. Now then, there is no definite gradation in the bids. You will see, as for instance last Friday, there were nine grades with the same price which may be due to the fact they were all in the same general color class, representing the same general consuming industries, soap or others like it and that reflects theoretically the buying tendency of the group or industry.

Therefore, you have the groups of prices established for each grade for that particular line. The factor determines whether he will accept the bid or not. The practice, I believe, is not to check against each grade but the factor is interested in what are the total receipts coming to him in dollars for the sale of a line of rosin and he has a short cut way of determining which bidder

will pay the larger number of dollars, and he is interested primarily in the footage at the end of it. If it is $1800 in one case and $1850 in another case, he will probably accept the $1850 bid. On the other hand, his customers are interested in paler grades and by accepting that particular bid for that line the price bid and established for the paler grades would be lower than the paler grades in the other line. So it is entirely possible he may accept the other bid or withdraw it entirely. Each factor then listens to the reading off of the bids submitted and he makes his decision. The sale is consummated then and there and the necessary documents turned over to the dealer within forty-eight hours. The rosin is packed, weighed and turned over to him with a certain amount of insurance and the initial storage charge paid.

Under the other arrangement, where the dealer has arranged for a continuous source of supply by contract, there are various items that enter into it and I am not competent to go into that because I do not know sufficiently about it.

MR. PETERSON: Do we understand that all naval stores are sold through the market created in the markets of Jacksonville and Savannah?

THE WITNESS: I would say that possibly you might state that every barrel of rosin sold in the market is sold on the basis of both the Savannah and Jacksonville markets. The Savannah market is recognized as the world market. The Jacksonville market I believe only being a market established there for buying from a producer.

MR. PETERSON: One more question - Are there instances where a factor and distributor might be the same person or corporate organization?

THE WITNESS: Not that I know of. I know of no case where a factor acts as a dealer if that is what you mean. I believe that the Taylor-Lowenstein Company of Mobile acts as factors and as dealers, but I don't know of any

other instances.

MR. MCCLELLAN: Will you please explain the operations the producer goes through in protecting the faces from the forest fire.

THE WITNESS: I think it will be well to do that in connection with this statement. During the producing months, those months where there is sufficiently high temperature to favor a flow of gum, of course the chief occupation is the shipping and dipping and hauling and filling. During the winter or non-producing months, that is the time he is preparing for the next season, hanging his cups for the next year and doing his raking and burning. The raking consists of drawing away from the face of the tree say two feet, of all of the debris collected during the season, the chips, scrape, that is done as a preventative action against wild fire. As an added precaution the producer burns the woods under the proper conditions. He figures that a slight fire at that time of the year, under controlled conditions, gives better protection than not taking that precaution and having a wild fire going through. There is an increasing tendency on the part of some operators to feel that the burning of woods repeatedly is not helping the growth of the trees or is not establishing the necessary vitality of the trees and therefore is lending himself to the program of forest protection in the elimination of all fire. Then he becomes engaged in the plowing of fire lines, removing grass and so forth so that there may be a fire break.

I think I should say this. This process of chipping of course progresses upwardly. Good practice is going up possibly not to exceed half an inch each time, that means with thirty two streaks you progress sixteen inches. At the end of the season the gum has flowed over sixteen inches and it can be readily appreciated there is a greater amount of evaporation of that flow than if it were half that distance. The next year he goes another sixteen inches and if the gum flows over that entire distance of thirty-two inches there would

other instance.

Mr. MITCHELL: Will you please explain the operation the door goes through in protecting the fire from the paper file.

THE WITNESS: I think it will be well to do that in connection with this statement. During the preheating months, when there is relatively high temperature in terms of time, of course the chief protection is the shipping and dipping and drilling. During the winter or non-heating months, that is the time he is preparing for the next season, judging his crops for the coming year and doing his writing and figuring. The heating specialists of Arkansas only run the fires of the type any man can test, of all of the fabric radiated heating the machine, the units, because, that is done as a preventative action against any fire. In no other connection the fireman here has ever made the safety condition. To discuss that a night time at that job of the year, under extended hour conditions, after hours duration than our heating fire prevention and leaving a wild fire going through. There is an increasing tendency on the part of some operators to feel that the burning of waste especially in not judging the event of the trees or is not establishing the necessary vitality of the trees and structure in leading himself to the process of forest protection in the elimination of all fire. Then he becomes engaged in the finding of fire lines, rebuilding trails and so forth so that there may be a fire break.

I think I should say this. This problem of shipping at source practically. Good practice is going on possibly not to succeed half an inch each time, but would fully the advance and protected strata lines. At the end of the season the gum has flowed over chipped inches but it can be readily experimented there is a greater amount of temperature of the fire than if it were half that distance. The next year be glad another inches and if the gum flows over that entire distance of thirty-two inches there would

be considerable loss, so the cups are fastened to the new face so that there may be a minimum distance necessary to flow, and all of that work is done in the winter.

The first year's book is termed a virgin face. The second year is termed "yearling" and from then on the faces are designated as third, fourth and fifth or more years.

THE PRESIDING OFFICER: Thank you very much Mr. Speh.

MR. DELAHANTY: Mr. Speh, you indicated that there was not any market for scrape or dip as such. Now about the man who gets the oleoresin but has not still, doesn't he have a market for the oleoresin?

THE WITNESS: I mean in the consuming market in the sense of a manufacturing consumer.

MR. PETERSON: To what extent has the producer any control over the action of the factor as to offering his product on the Board of Trade and the acceptance or rejection of such offers?

THE WITNESS: I think that is guided and varied by each individual case. It would depend to a large extent upon the character of the operator, the condition of his account, general existing conditions and possibly the feeling of the factor that it was a good risk to hold this stuff off the market because the producer was going to continue producing sufficient volume to act as production. I dare say that the average factor would be glad and would listen to a producer if the producer came and said "Mr. Factor, I wish you would hold my stuff two or three days as I feel conditions will justify a higher market." The factor is interested in doing that if he can because it will return to him a larger number of dollars and reduce the debit of the producer that much more and also his percentage as sales agent would be greater, so if it would be possible, I believe the factor would have a tendency to wait for a higher market.

THE PRESIDING OFFICER: Thank you, Mr. Speh.

I will now hear from all those who are in favor of the adoption of some form of the marketing agreement substantially as it now is in the record, even though they may be opposed to some particular provisions. Amendments may be offered to any part of the Proposed Marketing Agreement at any stage of the hearing and may be offered either by proponents of the proposed marketing agreement. It is suggested, however, that the opponents offer amendments during the stage of the hearing set apart for them.

Those favoring a marketing agreement for the industry - not this particular marketing agreement, but some marketing agreement - will now be heard.

JULIAN LANGNER, Secretary to the Gum Turpentine and Gum Rosin Producers Committee, formed at a meeting of producers held at Valdosta, September 14, 1933, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE PRESIDING OFFICER: We suggest that your authorization be filed as part of the record.

THE WITNESS: I have here a Certification and Representation of Gum Rosin and Turpentine which I offer in evidence.

(CERTIFICATION AND REPRESENTATION OF GUM ROSIN AND TURPENTINE RECEIVED IN EVIDENCE AND MARKED EXHIBIT 4.)

EXHIBIT 4

CERTIFICATION AND REPRESENTATION

OF

GUM ROSIN AND TURPENTINE

I hereby certify that:

1. Members of the Committee who are the proponents of the proposed Marketing Agreement between the Secretary of Agriculture and the Producer of Gum Naval Stores are as follows:

Messrs. Harley Langdale, Chairman, Valdosta, Ga.
E.M.Sessons, Jacksonville, Florida.
M. F. Northrop, Fairhope, Alabama.
Robert M. Newton, Wiggins, Miss.
H. M. Wilson, Jacksonville, Florida.
W. B. Gillican, Romerville, Ga.
J. B. Davis, Albany, Ga.
M. C. Stallworth, Mobile, Ala.
J. E. Dyal, Baxley, Ga.
J. B. Fowler, Soperton, Georgia.
A. V. Kennedy, Waycross, Georgia.

2. At a meeting held at Valdosta, Georgia, on September 14th, that 892 producers, by individual count, who stated they collectively produced 194,444 units of gum naval stores between April 1st, 1932, and March 31st, 1933, approved the principles embodied in a proposed Marketing Agreement submitted to the Agricultural Adjustment Administration by this Committee.

3. Since September 13th Producers of 41,103 additional units, after deducting notification withdrawals, have approved the principles of the proposed agreement.

4. Therefore the Committee represents the expressed views of the producers of 235,547 units of production, equal to a fraction over 60% of

EXHIBIT 4

I hereby certify that:

1. Members of the Committee who are the spokesmen of the proposed Marketing Agreement between the Secretary of Agriculture and the producers of fur seal skins are as follows:

Thomas, Shirley Langfield, Chairman, Tuckaway, Ga.
H.H.Cummins, Fredericktown, Florida.
Mr. F. Sperling, Pittsburgh, Alabama.
Robert E. Norton, Virginia, Minn.
R. M. Wilson, Tuckaseigee, Florida.
E. B. Williams, Summerville, Pa.
I. D. Davis, Albany, Ga.
H. O. Shellworth, Austin, Ala.
I. K. Byrd, Dunlap, Ga.
T. B. Evans, Augusta, Georgia.
R. V. Tinsley, Jefferson, Georgia.

2. At a meeting held at Valdosta, Georgia, on September 18th, 1937, the producers, by individual count, cast their ballots approximately proportional to the number of fur seal skins between April 1st, 1936, and March 31st, 1937, approved the principles embodied in a proposed Marketing Agreement submitted to the Agricultural Adjustment Administration by this Committee.

3. Since September 15th producers of eligible additional skins, other declaring modifications eligible, have approved the principles of the proposed agreement.

4. Therefore the Committee represents the expressed view of the producers of 650,847 units of production, equal to a fraction over 65% of

last year's total production of gum turpentine and gum rosin.

Julian Langner
Secretary to the Producers
Committee

STATE OF FLORIDA)
COUNTY OF DUVAL)
OCTOBER 20TH, 1933)

Before me personally appeared Julian Langner, personally known to me as to be the Secretary of the Producers Committee on Gum Turpentine and Gum Rosin, who states that the within written information is true and to the best of his information and belief.

J. T. Perry
Notary Public
My Commission Expires
Notary Public State of Florida
at large
My Commission Expires Nov. 19, 1935.

THE WITNESS: Mr. Chairman, I have a number of Exhibits which we would like to put in and I would like to say these Exhibits are practically all drawn from the records of the Department of Agriculture of the Bureau of the Census, The Savannah Board of Trade and from the Savannah Naval Stores Review.

During the past six years the Gum Turpentine and Rosin Division of the naval stores industry has produced about 87% of the total production of all classes of turpentine. As this six year period is the basis for the allocation in the agreement which is known as the Proposed Marketing Agreement, we would like to have as an Exhibit the production of all classes of spirits of turpentine and all classes of rosin for the years of 1927 to 1933.

(PRODUCTION OF SPIRITS OF TURPENTINE AND ROSIN, RECEIVED IN EVIDENCE AND MARKED EXHIBIT 5)

PRODUCTION
SPIRITS OF TURPENTINE

SEASON	Gum		S/S		D/D		Sulphate		Total
	Bbls.	%	Bbls.	%	Bbls.	%	Bbls.	%	
1927-28	630,982	88.1	76,948	10.7	9.716	1.2	-	-	717,646
1928-29	560,000	86.6	77,896	12.0	8,573	1.4	-	-	646,469
1929-30	626,417	87.1	85,734	11.9	6,651	1.0	**	-	718,802
1930-31	598,769	87.5	76,366	11.2	4,769	0.7	3,960	0.6	683,873
1931-32	487,980	89.3	51,068	9.3	4,000	0.8	3,500	0.7	546,548
1932-33	390,000	85.5	60,000	13.2	3,000	0.7	2,500	0.6	455,500
					Wood Turpentine				
Average	549,025	87.4			79,114			12.6	628,139
Max.		89.3						13.4	
Min.		85.5						10.7	

* Included in D/D

| | | |

You will notice from this, Mr. Chairman, that the total quantity of Gum Turpentine which has been produced on an average during the six years is 87.4% and the total quantity of wood turpentine which has been produced during this year period is 12.6% and the total quantity of gum rosin which has been produced for the period of six years is 80.6% and the total quantity of wood rosin which has been produced during these six years is 18.1% and the total quantity of reclaimed rosin is 1.3%.

Now, sir, the production of gum turpentine and gum rosin over a great many years has been highly unprofitable to the gum turpentine and gum rosin producer.

I would like to offer an exhibit which is a comparison of Index Numbers of Naval Stores Prices with those of Commodities Bought by Farmers and with those of other Farm Products.

EXHIBIT 6

COMPARISON OF INDEX NUMBERS OF NAVAL STORES PRICES WITH THOSE OF COMMODITIES BOUGHT BY FARMER AND WITH THOSE OF OTHER FARM PRODUCTS.

(N. S. Aug. 1909-July 1914 = 100) (Others 1910-14-100)

Year	A Naval Stores	B Commodities Bought By Farmers	A/B Supplies	C Other Farm Products	A/C
1913	80	101	79	100	80
1914	77	100	77	102	76
1915	84	105	80	100	84
1916	95	124	77	117	81
1917	95	149	64	176	54
1918	170	175	97	200	85
1919	284	200	142	209	136
1920	237	194	122	205	116
1921	90	150	60	116	78
1922	151	146	103	123	123
1923	127	149	85	134	95
1924	127	150	85	134	95
1925	194	154	126	147	132
1926	187	153	122	136	137
1927	127	151	84	131	97
1928	123	153	80	139	89
1929	113#	152	74	138	82
1930	83	144	58	117	71
1931	70	124	56	80	88
1932	63	107	59	57	110
Mch.15'33	62	100	62	50	120
Sep.15'33	73	116	63	70	104
Oct. 4'33	72	117	62	71	101
Nov. 1'33	70	117	60	70	100

Data on Index Numbers of Prices of Farm Products and prices of farm supplies obtained from Bureau of Agricultural Economics.

Data on Index Numbers of naval stores obtained from daily market reports.

TABLE 8

Year	Level Years	Commodities Bought	Supplies	Other Purchases	Total
1842	80	102	19	108	80
1814	77	240	71	120	71
1812	84	124	67	102	84
1810	90	106	77	114	82
1818	90	109	64	121	74
1816	170	129	87	100	82
1818	094	870	748	124	185
1820	097	194	719	106	174
1822	82	120	74	114	78
1824	112	140	103	120	122
1826	117	160	88	124	82
1828	174	109	86	124	80
1830	114	124	138	147	126
1832	117	180	122	120	128
1834	117	121	84	122	84
1836	112	122	80	128	88
1838	1174	128	74	108	82
1840	82	124	88	112	74
1842	80	124	88	80	88
1844	82	106	70	84	120
Dec. 1,'46	82	102	82	86	126
Dec.'48	74	114	80	70	104
Dec. 4,'50	78	117	84	74	102
Dec. 1,'52	72	114	90	70	102

A - Index No. of Price Unit of Naval Stores.

B - Index No. of Prices paid by Farmers for commodities as he purchases.

A - Ratio A to B to show relation between cost of purchases and returns from sales of naval stores.

C - Index No. of prices of other farm products.

A - Ratio A to C to show relative returns from sale of naval stores.

C - Compared with returns from sale of other farm products.

I would also like to offer a comparison of the prices of the Savannah Board of Trade reduced to units of turpentine and rosin for March 1933 and November 1st, 1933, together with the price changes in the operating supplies bought by the producer of gum naval stores, and in the commissary supplied for March and November of this year.

(COMPARISON PRICE CHANGE OF NAVAL STORES MARKET PRICES VS. COST OF SUPPLIES, RECEIVED IN EVIDENCE AND MARKET EXHIBIT 7).

EXHIBIT 7

COMPARISON PRICE CHANGE OF NAVAL STORES MARKET

PRICES VS. COST OF SUPPLIES

Supplies	Mch. 1933	Nov. 1933	N/S Prices	Mch. 1933	Nov. 1st. 1933
OPERATING SUPPLIES:					
Spirit Barrels	$ 2.30	$ 3.00			
3.3 Sets Staves	1.90	1.98			
1 Sack Oats	1.30	1.80			
1 Ton Hay	23.00	24.50			
1 Sack Swt. Feed	1.45	1.80			
100# Flue	9.50	11.00			
1 Bale Batting4	15.00	16.50			
1 Doz. Racks	12.00	12.00			
1 Dox. Fullers	13.00	13.00			
100# Hoop Iron	2.25	3.00			
	$66.20	$88.58			
Inc. Nov. over Mch.	33.81%				
COMMISSARY SUPPLIES:					
1 Sack C. S.Meal	1.10	1.80	Turp.	.39¾	.40½
1 Sack C. S.Hulls	.60	.60	Rosin	2.97½	3.87½
1 Bbl. Flour 6s	6.00	8.75	Unit	37.70	43.45
1 Bbl. Flour 12s	5.50	8.25			
1 Bbl. Flour 24s	5.20	7.95			
1 Sack Corn Meal	1.30	1.90			
1 Sack Grits	1.30	1.85			
100# D. S. Bellies	7.50	7.50			
100# Lard	5.75	8.00			
100# Sugar	4.20	5.10			
100# B.E.Peas	4.20	4.90			
100# B. L. Beans	4.25	5.50			
100# White Beans	3.00	4.50			
100# Rice	2.40	4.20			
1 Case Evap. Milk	1.25	2.75			
1 Case Sardines	2.55	2.85			
1 Case Octagon Soap	2.00	2.05			
1 " Octagon Soap Powder	2.00	2.05			
1 Sack Irish Potatoes	1.10	2.00			
1 Case Corn	1.50	2.00			
1 Case Pork & Beans	1.00	1.05			
1 Sack Corn	1.25	1.60			
	64.45	87.05			

Inc. Nov. over Mch. 35.0%

Inc.Nov.1st. over Mch:
Turp. 1.9% - Rosin 30.2%
Unit 15.2%

I would also like to offer the Average Annual Savannah Markets for a Unit of One Barrel (50 gal.) Spirits of Turpentine and Three and One Third (500 lbs.) Barrels of Gum Rosin.

(AVERAGE ANNUAL SAVANNAH MARKET FOR A UNIT OF ONE BARREL RECEIVED IN EVIDENCE AND MARKET EXHIBIT 8).

I would also like to offer for [illegible] several letters
for a Tank at the Normal (80 Gal.) Depths at Tarpaulin and Three-Mile
Bay Grove (850 Ibs.) Parcels or Tow Boats.

[illegible]
[illegible]
[illegible]

EXHIBIT 8

AVERAGE ANNUAL SAVANNAH MARKETS FOR A UNIT OF ONE BARREL (50 gal.) SPIRITS OF GUM TURPENTINE AND THREE AND ONE-THIRD (500 lbs.) BARRELS OF GUM ROSIN

Season	Average Price Per Unit	Average Five Year Periods	Index No. (1909-14--100)	AVERAGE 5 year Periods
1909-10	$55.15		89	
1910-11	74.75		121	
1911-12	67.70		110	
1912-13	61.28		100	
1913-14	49.42	$61.65	80	100
1914-15	47.74		77	
1915-16	51.74		84	
1916-17	58.44		95	
1917-18	58.86		95	
1918-19	104.98	64.75	170	104
1919-20	175.20		284	
1920-21	146.36		237	
1921-22	55.72		90	
1922-23	93.40		151	
1923-24	78.10	109.75	127	178
1924-25	78.12		127	
1925-26	119.55		194	
1926-27	115.40		187	
1927-28	78.30		127	
1928-29	76.15	93.50	123	152
1929-30	69.75		113	
1930-31	51.40		83	
1931-32	42.85		70	
1932-33	38.65	50.65	63	82
General Average		$77.00		125

THE PRESIDING OFFICER: Someone asks that you explain that.

THE WITNESS: The unit price of naval stores as taken from the Savannah Board of Trade quotations for March 1933 was $37.70 for November it was $43.45.

THE PRESIDING OFFICER: Does that answer the general question?

MR. REESE: I should like to know whether that is the quoted price of the unit or not to the producer at still.

THE WITNESS: That price is based on the Savannah Board of Trade. All of the figures in our Exhibits in regard to prices are based on the Savannah Board of Trade.

MR. REESE: And what was the November 1st price please?

THE WITNESS: $43.45 a unit. Turpentine March 1933 was 39 3/4¢ a gallon and November 1st. 40½ cents and rosin March 1933 was $2.97½. The average of all grades November 1st, 1933 was $3.87½.

Now, Mr. Chairman, in offering these exhibits we believe that this data shows unquestionably, that for the last 20 years the producers of gum turpentine and gum rosin have been receiving less for their products than they have paid for their farm supplies with the exception of the years 1919, 1920, 1922, 1925 and 1926, those five years. Compared to other farm products he has received less with the exception of those years, and those years are 1919, 1920, 1922, 1925 and 1926 and we submit, that if the producers of other farm products are in need of help these figures establish beyond all doubt, the fact that the gum turpentine and gum rosin producer is in ever greater need of help.

Now, in the 1909 to 1914 cycle, the producer received as you will see from the Exhibit, an average of $61.65 per unit. The index figures of course was 100. If you compare that unit price with March and November of this year you will see that in March we received $37.70 and in November $43.45, and that

between March and November that we had an average increase in price of 15½%. That would be fine if the cost of supplies which we are buying, as taken only from March to November of this year had not increased 34½%. So that while the price of gum turpentine and gum rosin has gone up 15½%, the actual price of the operating supplies and commissary supplies have gone up 34½%, which is an increase, so as a matter of fact, on those figures the turpentine operators today are approximately 20% worse off than they were seven months ago. The Agricultural Adjustment Act declares it is the policy of Congress to establish and maintain such balance between the production and consumption of Agricultural commodities and such marketing conditions therefore, as will reestablish prices to the farmers at a level which will give agricultural commodities purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period.

We have shown you the average price was $61.65 per unit in the base period. The Savannah quotation of Friday was $46.80 per unit. On November 1st. we received $43.45 per unit. In March we received $37.70 per unit. And the present parity price, sir, based upon index figures for 1909 to 1914, using as a basis those commodities which we have to buy, show that at the present moment we are getting an index figure of 70. On November 1st the cost of things we were buying was at an index figure of 117, we are only receiving out of this $43.45 giving us only 60% by index, an insufficient amount of money to bring us back to the parity or give us a purchasing power equivalent to the purchasing power in the based period.

Now, sir, we submit, insofar as the exhibits are concerned, that you cannot get away from the statistics, they are indisputable evidence that the industry is not getting well by itself but is much worse off today than it was six or seven months ago and we believe that the exhibits placed into this record

will absolutely prove it. I believe that the only measure of success as far as this industry is concerned, whether or not we are getting a fair or parity price for our commodity is the figures, the examination of these figures presented in these exhibits.

As a matter of fact, the industry is 20% worse off todsy that it was six months ago, which means we are losing 6.50 more a unit that we lost in March of this year. Now, Mr. Chairman, I would like to place into the record two exhibits, one being the total quantity of -- Let me put it this way, the stocks, total production, imports, available supply, quantity of barrels exported, domestic consumption and the total demand and average Savannah market for spirits of turpentine for the seasons April 1st, 1921 down to March 31st, 1933.

MR. SESSIONS: How do you arrive at the figures relating to available supplies?

THE WITNESS: The total quantity produced plus carry over.

MR. SESSIONS: And that is for the current years?

THE WITNESS: Total production for the current year, which total available supply with the total production for the current year, plus official figures for stocks on hand carried on April 1st of that year of production. The two, plus the official figures of the imports of turpentine of that year, makes the total available supply of turpentine for the year.

THE PRESIDING OFFICER: Are these (referring to papers) closely related?

THE WITNESS: Yes, turpentine and rosin.

THE PRESIDING OFFICER: We will file them together.

MR. DELAHANTY: What do you mean by "official figures?"

THE WITNESS: I would like Mr. Speh to tell you exactly where these figures were obtained.

MR. SPEH: It is a matter of public record as to the imports, those are

issued at Washington, Washington also, through the Bureau of Chemistry and Soils, also establishes the stocks or rosin and turpentineon April 1st. Washington, through either the Bureau of Chemistry and Soils, or the Bureau of the Census, or both, established every other year the production of all classes of turpentine and rosin. Those alternate years, in some cases, one of the government bureaus has made such a survey, and in other cases the trade itself has generally agreed upon a figure. There is also available the reports by months, published in the Naval Stores Review, issued by the Steam Solvent Group as to their production which have been generally accepted by the trade.

MR. SESSIONS: You say that on some of these figures the trade agrees, what is the medium of the trade agreement?

MR. SPEH: The Naval Stores Review is the Naval Stores publication and Mr. Gamble keeps a close touch with the industry through his many contacts, and it is a general average of opinion in these years where there are no official figures available for production.

MR. SESSIONS: What would be his source of information, receipts in the warehouse?

MR. SPEH: Receipts at the primary ports, that is an estimate of what percentage would represent the total production and such other factors as are available to him. It is an intangible thing, the industry is weak in statistics and there have been efforts made in the past to have arrangements made at Washington to have annual definite statistics available of a definite character but so far we have not been able to arrange that. As a general rule, the government survey acts as a check.

MR. SESSIONS: And do the checks usually jibe pretty well?

MR. SPEH: I would not say they jibe but they are sort of readjusted from time to time.

MR. SESSIONS: A fair approximation?

MR. SPEH: Yes.

MR. DELAHANTY: The figures presented in this instance then I assume, are for the last census year, that is, they do not relate to the current year, insofar as the current crop runs from April 1st of this year to next year. Do those figures cover from April 1st, 1932 to April 1st 1933?

MR. SPEH: Those are the last figures recorded on the sheet, for the season 1932-1933.

MR. DELAHANTY: In the interim does the trade recognize the Naval Stores Review as an official record of production, stocks and so forth?

MR. SPEH: It recognizes, of course, that there is published daily as a result of transactions at Savannah and Jacksonville, the daily receipts and shipments and daily stocks of rosin and turpentine, and in addition Pensacola also issues daily statistics of shipments, receipts and stocks and a combination of those three gives you a large percentage of the total position of the industry. Those figures are not available to the public as a whole.

DR. VEITCH: Mr. Speh, what percentage of the total production is approximately represented by those figures, Savannah, Jacksonville and Pensacola?

MR. SPEH: I don't know as I can trust to memory on that. The statistics are available and it is possible that someone may have a copy of the Naval Stores Annual Year Book from which that can be obtained. (Book handed to witness).

DR. VEITCH: That can be brought out later.

MR. SPEH: That would have to be calculated from the figures. It is possible such a table is there but I will have to look it up.

MR. SESSIONS: Mr. Speh, I believe, or I gather, that these figures relating to available supplies are exclusive of supplies in the hands of dealers, distributors or other distributing channels?

MR. SPEH: It represents the best information, the best government information, that can be gathered, stocks at the producing points, at the primary ports and stocks in the hands of the consumers. The dealer would have his stock located at the concentrating point or at a convenient point.

THE WITNESS; (Continues) Now, Mr. Chairman, since 1921, that is the season, to 1922, we had an average annual --- the total annual average consumption of spirits of turpentine within the United States has been 348,709 barrels. The total amount exported has averaged 257,499. The total amount of rosin consumed in the United States has averaged since 1921, 986,000 barrels and the total average amount exported is 1,150,000. Of the total consumption, the total average consumption of all of these classes and my figures refer to gum and wood, the total annual consumption since 1921 has been 600,000 at home and abroad and the total amount of exports and consumption run about 2,000,000 barrels a year.

DR. VEITCH: In the first instance you speak of turpentine and in the last of rosin.

THE WITNESS: Correct. These figures only go back as far as 1921 in order that we may exclude abnormal price ranges which existed immediately after the war when turpentine went as high as $2.30 I believe a galloh.

I would now like to draw your attention to the definite relationship of supply to price and the effect of price upon demand. You will see in turpentine and in rosin that whenever the annual supply has increased there has been a decrease in the average price compared to the price of the previous year and when the annual supply decreases the average price decreases over that of the preceding year and this is consistently true, particularly during the last three

years of the depression. Generally speaking, these statistics show that the carry over or the available stock at the beginning of the season, is the determining factor in the opening prices of the season and when the available stocks are low at the beginning of the season the market opens strong as a general rule and goes up or down according to the general estimate and of the total available supply to be made during the year and when the industry checks up at the end of the year the total supply which is the quantity which has been made plus what has been carried over, you will find those figures invariably reflect the price for that year so that as a matter of fact, any program which will tend to balance and keep that supply in balance with the demand, so that we do not have large supplies being made when large visible stocks are on hand at the beginning of the season, will not only have a definite tendency to reduce fluctuation in price but will also have a determining effect upon maintaining an even or fairly even and balanced figure in the industry, on supply and price and we feel, sir, that this agreement will do that. You will see that in six years of high prices with one exception, 1921 to 1922, the turpentine carry over was invariably below average which indicates that visible supply carry over at the beginning of the season effects prices. Where the supplies are carried over at the beginning of the season, and we are agreed that there came over 109,000 of turpentine for the twelve years or whatever those figures are, you will find that those figures have materially affected your average price during those years. However, we also see a progressive decrease in the price of turpentine since 1923 and you will observe that low stocks at the beginning of the season were invariably followed by production sufficiently high to effect the good effects of the lower visible supply.

You will see from the records that in many instances that the supplies

were 15,000 or 20,000 barrels below average and that we increased our production all the way from 50,000 to 120,000 barrels above average in that same year. And if there has not been a corresponding increase in demand it will be reflected in a lower average price for the year and that is almost invariably true from the statistics for the last twelve years. Since 1929 you will see a continuous and progressive increase, in carry over until March 31st, 1932 we were carrying 30% above the average for the previous twelve years and about 45% more than the average for the first six of those twelve years when we got a high price for turpentine products. And without going into the rosin situation because the statistics show a condition practically the same, we would like to leave these exhibits.

(SPIRITS OF TURPENTINE - UNITED STATES - STOCKS PRODUCTION, CONSUMPTION AND AVERAGE PRICE FOR PAST TWELVE YEARS, RECEIVED IN EVIDENCE AND MARKET EXHIBIT 9).

UNITED STATES

STOCKS - PRODUCTION - CONSUMPTION AND AVERAGE PRICE FOR PAST TWELVE YEARS

GUM AND WOOD (BBLS. 500#)

Season	Stocks Apr. 1 by season	Total Prod.	Imports	Total Avail.	Exp. Bbls	Exp.% Avail.	Dom. Consmpt. Bbls.	Dom.Con. % of Avail.	Total Demand Bbls.	Total Dom.% Avail.	Aver.Sav. Mkt. of Av. Grade per 280#
1921-22	1,063,499	1,713,521	978	3,777,998	675,737	24.3	903,317	32.5	1,579,054	56.8	4.12
1922-23	1,198,947	1,665,684	1,668	2,866,299	949,837	33.1	783,957	27.3	1,733,794	60.4	5.27
1923-24	1,132,505	1,990,865	2,358	3,125,728	1,170,610	37.4	943,370	30.2	2,113,980	67.6	4.82
1924-25	1,011,748	2,018,296	1,574	3,031,618	1,465,168	48.2	922,358	30.4	2,385,526	78.6	6.12
1925-26	646,092	1,903,370	17,068	2,566,530	1,083,131	42.2	939,178	40.5	2,122,309	82.7	11.90
1926-27	444,221	2,105,480	22,767	2,572,468	1,129,414	43.9	1,002,109	39.0	2,131,523	82.9	12.50
1927-28	440,945	2,524,000	3,625	2,968,570	1,373,006	46.2	986,840	33.2	2,359,846	79.4	8.70
1928-29	608,724	2,334,654	4,122	2,947,500	1,278,813	43.4	1,112,488	37.7	2,391,301	81.1	8.50
1929-30	556,201	2,472,418	2,815	3,031,434	1,365,807	45.1	1,057,046	34.9	2,422,853	79.9	7.60
1930-31	608,581	2,455,125	908	3,064,612	1,219,388	39.8	849,797	27.7	2,069,185	67.5	5.20
1931-32	995,427	1,929,397	1,150	2,925,979	1,119,694	38.2	711,968	26.4	1,720,439	64.6	3.95
1932-33	1,034,317	1,685,923	1	2,891,464	1,089,249						3.15
Average	811,767	2,066,561	4,915	2,885,253	1,159,821	40.0	926,436	32.3	2,093,292	72.3	7.45
Max.	1,198,947	2,524,000	22,767	3,125,728	1,373,006	48.2	1,112,488	40.5	2,422,853	82.9	12.50
Min.	440,945	1,685,923	1	2,566,530	675,737	24.3	600,340	26.4	1,579,054	56.8	3.15

Member	Allocate gov. f by census	Total prod.	Improve avail.	Total inv.	Exp.-Educ.	Dem. (Georgia)	Exp.-Fr St Affil.	Imp.-Educ	Total Commod	Imp.-Fr Avail.	Total Trade	CPI, of Ins. Trade Per Prod
13621–30	1,024,462	1,712,811	878	3,777,848	678,781	34.3	902,814	14.5	1,458,284	18.2	4,718
14621–42	1,128,847	1,962,784	1,488	3,344,348	348,817	21.1	721,648	17.3	1,762,788	16.4	8.32
15621–54	1,114,225	1,940,188	2,388	3,142,728	1,742,181	18.8	913,348	16.5	3,112,861	17.8	4.81
13624–62	1,711,748	2,112,180	1,874	3,211,418	1,628,641	42.3	902,188	11.4	2,388,288	18.4	6.12
13628–38	612,240	1,012,340	2,040	3,281,210	1,822,112	41.3	838,178	12.3	2,128,388	18.1	11.81
13648–47	414,881	2,128,481	1,728	3,147,418	1,128,414	42.8	838,128	12.0	2,112,118	18.8	12.38
13647–58	440,348	2,112,480	2,128	3,840,128	1,381,048	42.2	888,848	12.2	2,228,148	16.4	8.71
13658–18	688,728	2,118,884	4,128	3,847,888	1,348,312	42.4	1,112,482	12.7	2,381,381	17.2	8.32
13658–32	818,801	2,888,418	2,888	3,811,484	1,288,807	42.1	1,284,248	12.2	2,412,888	16.8	7.32
13658–31	828,281	2,888,128	828	3,884,128	1,128,884	38.8	884,148	12.4	2,888,128	17.8	8.32
13662–38	888,847	1,888,887	1,128	2,888,848	1,118,884	38.8	871,888	12.4	1,788,488	24.8	1.88
13662–32	1,218,328	1,888,328	1,888	2,881,184	1,881,842							4.12
14662–88	811,788	2,888,888	2,888	3,888,128	1,128,888	42.8	888,128	12.2	2,888,128	24.8	7.88
15662–88	1,128,848	2,888,888	1,888	3,218,888	1,112,488	42.8	1,888,488	12.8	2,888,888	24.8	12.88
16662–88	448,888	1,888,888	1,888	848,888	888,888	42.4	1,888,888	12.8	1,888,888	24.8	4.12

UNITED STATES

STOCKS - PRODUCTION - CONSUMPTION AND AVERAGE PRICE FOR PAST TWELVE YEARS -

(GUM AND WOOD - BBLS. 50 GAL.)

Season	Stocks Apl 1 by season	Total Prod.	Imports	Total Avail.	Exp. Bbls.	Exp. % Avail	Dom. Consp't. Bbls.	Dom. Cons. % of Avail	Total Demand Bbls.	Total Dem. % Avail.	Aver. Sav. Market
1921-22	140,400	500,300	1,621	642,321	309,945	33	347,176	54	557,121	87	.62
1922-23	85,200	490,200	2,375	577,775	170,058	30	336,017	58	506,075	88	1.23½
1923-24	71,700	501,100	3,128	575,928	224,569	35	344,859	51	569,428	84	.92
1924-25	106,500	594,400	3,554	704,454	249,719	35	354,135	50	603,854	85	.82½
1925-26	100,600	545,600	5,748	651,948	227,238	35	343,610	53	570,848	88	.96½
1926-27	81,100	589,000	6,131	676,231	255,899	38	336,632	50	592,531	88	.80½
1927-28	83,700	716,900	6,327	806,927	329,909	41	348,718	43	678,627	84	.52½
1928-29	128,300	646,900	6,862	782,062	277,254	35	388,108	50	665,362	85	.51
1929-30	116,700	725,515	8,695	850,910	338,811	40	385,099	45	723,910	85	.49½
1930-31	127,000	683,900	7,931	818,831	327,312	40	357,219	44	684,531	84	.40½
1931-32	134,300	558,600	6,440	699,340	253,907	36	294,233	42	548,140	78	.39½
1932-33	141,200	460,000	9,080	610,280	225,056	37					.39½
Aver.	109,725	598,701	5,658	708,084	257,598	36	348,709	49	609,209	85	.67½
Max.	140,400	725,515	9,080	850,910	338,811	41	388,108	58	723,910	88	1.23½
Min.	71,700	460,000	1,621	610,280	170,058	30	294,233	42	506,075	78	.39½

(CONTINUED ON NEXT PAGE)

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Now, Mr. Lockwood, a consulting naval stores engineer in Savannah, has stated and his articles have been published, as a result of his own statistical investigation, that a normal carry over of rosin would be 550,000 barrels whereas our statistics show that we have been carrying on an average 511,000 barrels during the past twelve years, and a normal carry over of turpentine at the beginning of the season would be 125,000 and that would include London, which would mean 100,000 barrels in America. And we have been carrying an average of 109,000. You will see in each instance our general carry over has been in excess of these figures and you will see that if we take the normal figures suggested by Mr. Lockwood, who makes intensive studies of statistics, that the average price for the season when we were carrying 550,000 barrels of rosin was $7.60 which was only .15 above the average price of all rosin for the entire twelve years, the average price being $7.45. That is for the period of April 1st, 1921 down until March 31st, 1932.

We feel sure that when these statistics are examined we can come to but one conclusion and that is that it takes a relatively small percentage of sub-normal or over-production to throw the whole industry out of balance. The fluctuation in rosin was from $3.15 to $12.50 per barrel, in the production of turpentine from 39½¢ to $1.23 per gallon. And we feel that these fluctuations and these differences in making the total available supply each year have developed in relation to the differences in quantity of total production and can be remedied by the marketing agreement.

In order to show the harmful effect of surplus upon price, I offer in evidence a photostatic copy of a letter written by Mr. J. C. Nash, president of Columbia Naval Stores Company. Mr. Nash says in part - "I believe naval stores producers would have things pretty much in their own hands this year if they had held down the crop to last years instead of having an increase, which will eventually be in the neighborhood of 15% increase. Up to date it is running up to about

25% increase as near as we can figure. As a result of this increase I think we would have had much lower markets But for inflation and the fear that this has caused of further inflation. Furthermore, as you are well aware the percentage of K and above produced so far this year is enormous as compared to a year ago; whereas, in low grades, in which there has not been an increase, the price advance as compared to a year ago is about $1.00 per 280, or about 40%."

(LETTER WRITTEN BY MR. NASH RECEIVED IN EVIDENCE AND MARKED EXHIBIT 10).

EXHIBIT 10

COLUMBIA NAVAL STORES COMPANY

SAVANNAH, GA.

June 16, 1933.

Mr. Thos. J. Aycock,
Box 183, Shamrock, Fla.

Dear Mr. Aycock:

Yours of July 15th (doubtless should be June 15th) received, and I am glad to hear from you again.

I think the trouble with most observers when they consider naval stores prices is, that they are apt to compare them with last year instead of comparing them with what prices would have been put for inflation. Or to put it differently, I believe naval stores Producers would have things pretty much in their own hands this year if they had held down the crop to last years instead of having an increase, which will eventually be in the neighborhood of 15% increase. Up to date it is running up to about 25% increase as near as we can figure. As a result of this increase I think we would have had much lower markets but for inflation and the fear that this has caused of further inflation. Furthermore, as you are well aware the percentage of K and above produced so far this year is enormous as compared to a year ago; whereas, in low grades, in which there has not been an increase, the price advance as compared to a year ago is about $1.00 per 280, or about 40%.

I quite appreciate the facts you speak of in regard to the necessity for an advanced price, provided the price of common labor is forced up. But it remains to be seen how far the Administration will go in the case of workers coming

under the farm act.

I see you compare rosin and turpentine prices with what, oats, corn or cottin but I think the nervousness in regard to these articles is certainly in part due to the specializing of seven basic commodities under the Farm Act and the prospect in regard to cotton of reducing the acreage by Government supervision and paying rental for certain acreage thrown off. In other words, for definite controlled production which, in our own industry, we have never been able to get.

Last October I put forth all the strength I had to influence producers against a crop increase, having had one or two meetings in Columbia with this object in view. Also it has seemed to me for a long time a good thing to have an independent committee to recommend in October the ideal crop for the coming year. Of course, this would only be a recommendation unless there was some way to carry it out. But it might do some good and it has always seemed to me a consideration of this important matter by the trade in the early Fall would be highly desirable. Columbia's interest is on the bull side and has been for several years past but conditions have been against this side up to date, except for the short period of the recent past, so I answer your comments in a very sympathetic vein as I imagine Columbia would have more to gain than any other interest by a major advance. I am watching the position with the greatest interest.

With best wishes,

Yours very truly,

J. C. NASH

President.

under his feet.

I was just reading and suddenly [illegible] that, here, even
at noon as I have [illegible] to [illegible] [illegible]
[illegible] to pay due to the [illegible] [illegible]
[illegible] and the [illegible] in regard to making it [illegible] by [illegible]
[illegible] and [illegible] [illegible] [illegible] [illegible]. It [illegible]
[illegible] [illegible] [illegible], it was not [illegible], [illegible]
[illegible] [illegible].

Last [illegible] I [illegible] all the [illegible] I had [illegible]
[illegible] a very [illegible]. [illegible] [illegible] [illegible]
[illegible]. Also it [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible]

Mr. Nash, is one of the most important figures in the marketing of turpentine, probably in the world, because he handles, I believe, half of the turpentine exported from the United States. He states that there is not only over production but he says in his letter that if producers had not enormously increased production of "K" grade and better that producers would be getting much better prices; and that because we did not increase our low grade rosins we were getting a 40% better price than we did last year.

In this letter also, Mr. Nash states he put forth all the strength he had to influence the producers against crop increase this year but without avail. I am trying to demonstrate to you by this letter signed by one of the most influential men in the industry that a 15% increase would compare to any increase which would effect our market price as much as 40%.

We think you will see from that exhibit that price depends to a great extent upon the available supply and there is a price trend when the supply is out of balance.

MR. SESSIONS: You speak of the depressing effect of the available supplies, and particularly of the visible supplies at the carry over at the beginning of the season. Is there such a thing as non-visible supplies, do the supplies you have no cognizance of, have any depressing effect on the market?

THE WITNESS: These statistics here, upon which these conclusions are drawn, take into consideration the available supplies, the estimates of those supplies which were not actually in the yard at Savannah and Jacksonville, total available supplies, and as you see for example, stocks available at the end of the season including not only what might have been on hand - perhaps Mr. Speh can answer that better than I. I am not sure that includes the total amount of estimated supplies left in the woods at the time.

MR. SESSIONS: Thank you.

MR. DELAHANTY: When you speak of an average price, does that mean the

average realized in connection with all the rosin that has been offered in a particular season, or have you arrived at it by taking the average of price quotations?

THE WITNESS: Price quotations.

MR. DELAHANTY: And not quantity?

THE WITNESS: No, the price quotations.

MR. DELAHANTY: Thank you. And when you speak of a barrel you mean a 500 lb. barrel and the barrels are 280 pounds for rosin, is that right?

THE WITNESS: Yes.

Now, Mr. Chairman, in any disussion for the need of a marketing agreement which will tend to balance the production over consumption we must consider the relationship of the naval store factor to production. This relationship is very vital an influence on volume just as volume itself is upon price. Factors finance about four-fifths of the annual production of Gum Naval Stores. For this purpose they have extensive capital and credit. I am going to attempt to show that competition for volume of business among factors materially helps to unbalance the production of Gum Naval Stores and that the amount of money available for production financing is out of all proportion to the finances presently available for marketing.

Factors make advances to farmers to produce gum turpentine and gum rosin. They charge from six to eight percent per annum and allow the producers interest on their credit balances. Now, we understand that there is very little profit in the actual lending of money to producers but in addition to being the producer's credit bankers, they are commission agents for the gum turpentine and gum rosin produced by customers. For selling and additional services which they perform at the naval stores yards they charge their customers a commission of two and a half per cent.

Now, it may be argued that the commission of 2½% would totalequally

as much as one unit selling at $60.00 as two units selling at $30.00 and that the factor would therefore just as well be satisfied with a small crop as with a big one. But, in addition to being a broker, a banker and commission agent, he is also the supply house to the producer to whom the production credit is extended. The greater volume of gum turpentine and gum rosin produced, the bigger the volume of the wholesale supply business. A small crop reduces supply sales proportionately and so there is a tremendous incentive behind the naval stores factor to advance as much money as he safely can to the producer to encourage him to enlarge his operations, because in turn the volume of business and profits of the whole sale supply division proportionately increase while the gross commission remains stationery when volume goes up and prices down. So that the potential source of profit to the factor is threefold in lending money -- in selling supplies -- and in selling the commodity -- and behind these you, therefore have the incentive to increase production. The more the Factor finances, the more supplies he sells - the more gum turpentine and gum rosin there is to sell, and the greater the potential profits.

Mr. Chairman, that is the system which makes for over production in the industry and this marketing agreement, this effort on the part of the industry which should be put into effect, can not be made effective unless the volume of money lent for the production of naval stores was reduced through some power which would be of influence. Not in the agreement, but we feel the agreement would influence the quantity of money which would be loaded, downwards and it would be brought more nearly into balance with the total quantity which should be produced and made available for sale every year. Efforts have been repeatedly made by the naval stores to regulate production through concerted action but they have failed to work together and I again refer to the statistics which bear out the cycles of economic trends.

I think sir, that such a condition would be readily admitted by naval stores factors who believe that the best interests of the producers, as well as their own, are protected through a balanced production program and marketing agreement with the Secretary of Agriculture.

Of course, the allocation program will tend to limit the amount of money which will be advanced by individual naval stores factors to an amount necessary to produce the quantity of gum naval stores fixed by the proposed Control Committee, as the total to be produced by the customers of each factor. In the past this quantity has always been decided by the factors each for himself and without regard to the effect of the total volume of production which is being financed and the average price which the industry would receive for the turpentine and rosin made during any one year. We feel sure, that the agreement will tend to end over-production as a result of competition among factors for volume of production, a competition which is limited only by the financing ability of the naval store factors.

That brings up the question about the contractual relationship of the producer and his factor, as to whether or not the producer would be in a position to sign a marketing agreement of this kind because of the contractual relationship with the naval store factors. As far as we know there has been no protest to this proposed agreement from factors on the ground that it violates contracts to produce a definite amount of gum naval stores each year. Some contracts contain such a provision but those are only year to year agreements. I am told that about three percent of the production might be unable to sign the marketing agreement with the Secretary of Agriculture by reason of the relationship with the factor or through contracts contrary to the terms of the proposed marketing agreement.

I suppose that every naval stores factor in the country is here today

and it would be a comparatively simple matter to ascertain the relation of the naval stores factor.

MR. PETERSON: Would you care to make a statement as to the total amount of money owed by producers to factors, is that information available?

WITNESS: No sir, I have no idea.

MR. DELAHANTY: Mr. Peterson, Dun & Bradstreet, an agency with which you are undoubtedly familiar, annually furnish figures of that character from which a compilation along that line could be prepared.

PRESIDING OFFICER: Proceed.

MR. SESSIONS: You speak of the production, of the terms in contracts outstanding of approximately 3% which might be contrary to the terms in the proposed marketing agreement?

THE WITNESS: Yes, I was so told.

MR. SESSIONS: Can you explain as to the types of terms which might be contrary?

THE WITNESS: Mr. H. M. Wilson, a member of the Committee, can answer that a lot better that I can. It could be learned at this time or we can leave it open to be supplied later, although I would rather settle that question now, sir.

H. M. WILSON, Member of the Producers Committee, Vice President of the Turpentine Rosin Factors, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

MR. SESSIONS: The point has been raised as to the types of terms that might be inserted in the contractual agreement between producer and factor contrary to the terms of the proposed Marketing Agreement and the estimate was made that such contrary terms might conceivably be in contracts accounting for three percent of the production. What are the types of terms of that kind?

THE WITNESS: The only one I know of in most deeds to secure debt and mortgages made by producers with their factors there is a certain number of

boxes the producer agrees to work during that year and naturally that scale is changed from year to year. Therefore, for this year, the contracts for this year's operation have practically expired anyway and there would be no change. There may have been some contracts made for next year which carry with them the number of boxes which the producer agrees to work. It is generally made at this time of the year.

MR. SESSIONS: Are such terms customary or are they exceptions to the general rule?

THE WITNESS: Customary.

MR. SESSIONS: So that terms of that sort exist rather in the majority of factor contracts?

THE WITNESS: Yes, I have no record of the contracts of other factors but can only guess from the way we handle ours.

MR. SESSIONS: Now then, do you have outstanding contracts in both Georgia and Florida?

THE WITNESS: Yes.

MR. SESSIONS: Approximately how much production relating to the Georgia producer is financed through the medium of a deed to secure debt?

THE WITNESS: I should say that was 80%.

MR. SESSIONS: 80% of your transactions are through that device?

THE WITNESS: Yes.

MR. SESSIONS: Do you ever resort to a deed of trust?

THE WITNESS: No, a deed to secure debt which is in effect a mortgage, it is the same as a mortgage and also, in Florida except the Florida form requires a more drawn out period of foreclosure.

MR. SESSIONS: I think there is some distinction between a deed to secure debt and what we customarily think of as a mortgage. For instance, the necessity of filing an advertisement prior to the taking over of the property,

and so on. That distinction is, in fact, recognized.

THE WITNESS: Technically yes, but as a matter of process it doesn't act that way. You can take real title and go into possession with due course of law, it is the same as a foreclosure.

MR. SESSIONS: Can you give an estimate of how many producers are in default?

THE WITNESS: It is hard to say what default is. These contracts generally progress from year to year, sometimes upward and sometimes downward.

MR. SESSIONS: What do you mean?

THE WITNESS: The amount the producer owes under the contract. Of course during the spring and summer and fall season, and during the producing season, naturally as a rule they progress downward.

MR. SESSIONS: I am not conversant with the terms of the Georgia laws but my understanding is that in a deed to secure debt, the money is advanced and title taken immediately after the amount advanced and on the due date of payment the money must be repaid and beyond that time the man would be in default. In that sense, how many are in default would you say at the present time?

THE WITNESS: Practically all of them.

MR. SESSIONS: That is all.

MR. PETERSON: During the last three years has there been a period when producers have been completely out of debt to the factors?

THE WITNESS: Not as a whole. Some of course, it depends on how much they borrowed to begin with, and how they pay up what they owe. It depends upon the operator and largely upon the amount borrowed. Sometimes, a man may have 75% of his own capital and only borrow 25% but if a large part of the cost of the place is borrowed, why few of them have been able to pay it in full during the last two or three years.

MR. SESSIONS: Speaking of the period of default, is that a matter of

bookkeeping or do you go through any legal complications?

THE WITNESS: It is largely a matter of bookkeeping. The contract must be necessarily of a progressive nature.

MR. SESSIONS: Do you mean subject to continuous extensions?

THE WITNESS: Yes, and for instance, a change from day to day. The producer will draw on the factor for money for operating expenses and for supplies, which is immediately charged to his account and as he ships in from 25 to 50 barrels of rosin that is credited to his account. During the heavy producing season he sells from day to day, the proceeds exceed the amounts drawn from day to day and at the end of the month or season he has a definite credit on the total amount due under the contract.

MR. SESSIONS: You have a formal legal agreement entered into and I am correct that it is just actually opening an account?

THE WITNESS: Yes, largely.

MR. SESSIONS: That is a legal device which in reality, insofar as you are concerned, amounts to opening a continuing account.

THE WITNESS: Yes, in the contract furnished it is provided that further advances be made ffom time to time by the factor and in an amount necessary to continue the proper operation and thereafter while it is considered as a basic contract on account of its nature, it varies from day to day.

MR. PETERSON: What percentage of the producers are now in a position with the factors where the factors could foreclose if they wanted to?

THE WITNESS: It would simply be a guess, I would say a large majority.

MR. PETERSON: The producer at the present time might be inferred to be under the control of the factor?

THE WITNESS: In a way, yes. I want to say that as pointed out by Mr. Langner, the factors want to make money for their companies, and an account that might not be attractive to one factor might be attractive to another and

if a producer wanted to change his account he might be able to do so. The factors are all out to make money and in the present case to help the producers to make money so that they can pay up.

THE PRESIDING OFFICER: Thank you.

MR. LANGNER (Continuing):

Mr. Chairman, am I right in understanding that all we are doing at the present moment is to bring out facts which will show that a Marketing Agreement is necessary?

THE PRESIDING OFFICER: You are right, sir.

MR. LANGNER: Then I would like to explain the relationship of the gum naval stores industry to the wood naval stores industry as we see it.

Mr. Speh said there are three divisions of the wood naval stores industry, the Steam Solvent, destructive distillation and the sulphate group, each producing wood turpentine through a manufacturing process and as our statistics show, producing a total of 13½% of the turpentine and about an average of 18% of the rosin.

Now we understand, sir, that the manufacturers of wood turpentine can not be included in a Marketing Agreement because they do not produce an agricultural commodity. But if we have a Marketing Agreement and the producers of the wood products are not also brought into general line in some form with the program which we are suggesting in an Agreement, why, the whole program of the gum naval stores industry would be nullified and the whole program suggested for the industry would be frustrated and of no value to the industry.

Now these wood naval stores products manufacturers, of course, are direct competitors of the gum naval stores producers. Their products can be used interchangeably by many of the large consuming industries. The average quantity of wood turpentine produced compared to both classes of turpentine, that is gum and wood, for the past six years has been 12%, the highest figure

is 12.6% which was last year when we produced the lowest quantity of gum turpentine that had been produced by the industry in a great many years. For wood rosin the average has been 18% for the last six years, last year they produced 11.2 again and the same year when the gum naval stores producers reduced this production down to 300,000, it was 25% below their production of the year previous and 30% below their production for the year prior to that.

Now, I think we showed you that a 15% increase in production affected our price as much as 40%. I would like to refer youto the exhibit showing the entire production of wood turpentine and gum turpentine and gum rosin and you will see that from 1921 to 1926 the wood turpentine manufacturers enormously increased their production. During that period the gum producers were reducing their production due to the economical stress of the period brought about by low prices between 1921 and 1925 in rosin, the wood naval stores manufacturers in the same season increased production from 51,887 barrels in 1921 and 1922 to 284,504 barrels in 1925 and 1926 or an increase of over 500%. While we were reducing our production of gum rosin during those years the wood naval stores people increased their production of wood rosin by about 500% and while we reduced our production on turpentine during that period the wood people increased their turpentine production from 8600 barrels in 1921 and 1922 to 68,000 barrels in 1925 and 1926, or an increase of nearly 700%. So that you can see, sir, that this effort on our part or any effort of the Government to establish a balance could be offset by the action of the wood naval stores industry, particularly the Steam Solvent industry. This is a condition which we face at the present time.

When I was in Washington we were informed by the representatives of the

Steam Solvent Industry that their total potential production was 575,000 or 680,000 barrels of rosin and 75,000 or 85,000 barrels of turpentine. We therefore face a condition at the present time and I would like to put in as an exhibit the production of the wood naval stores for last month or the month previous, showing that the production of the wood naval stores has increased at the present time out of all proportion to the increase based on the average figures of total production so that at the present time, sir, while we are seriously endeavoring to balance our own problems we are actually faced with a condition where increased production is on us from another source, from the wood naval stores industry.

THE PRESIDING OFFICER: You say you have an exhibit concerning that which you wish to file?

MR. LANGNER: Yes.

(Production and stocks for month of September 1933 received in evidence and marked Exhibit 11).

EXHIBIT 11

PRODUCTION AND STOCKS FOR MONTH OF

SEPTEMBER, 1933.

R O S I N

	Hercules	Newport	Dixie Pine	Continental	Mackie	Phoenix
On Hand Sept. 1	30079	24528	1992	959	153	268
Sept. Production	20475	18676	2397	1862	608	1057
	50554	43204	4389	2821	761	1325
On Hand Oct. 1	31698	25123	2954	928	28	502
Sept. Shipments	18856	18081	1425	1893	733	823

T U R P E N T I N E

On Hand Sept. 1.	85477	116128	29330	29433	17300	16524
Sept. Production	149506	142040	21208	18215	8411	10960
	234983	258168	50547	46648	25711	26484
On Hand Oct. 1.	143383	178636	36043	32656	16812	25200
Sept. Shipments	91600	79532	24503	13992	8799	1284

P I N E O I L

On Hand Sept. 1	1083183	883178	28023	35659	15259	17074
Sept. Production	132422	104807	13312	10387	4877	5596
	1215605	967985	41335	46046	20136	22670
On Hand Oct. 1.	1095181	884232	41335	37156	15987	21659
Sept. Shipments	120424	83753	----	8890	4149	1011

[illegible]

[illegible]

[illegible]

MR. SESSIONS: Have you completed your discussion of these phases?

THE WITNESS: Yes.

MR. SESSIONS: Can you give an approximation of the relative price range of the two phases of the industry?

THE WITNESS: No, sir, I don't have these relative ranges, Mr. Speh has I believe.

MR. SESSIONS: Yes, I understand. Are the competitive consuming channels approximately identical?

THE WITNESS: Yes, Sir.

MR. SESSIONS: So far as the consuming channels are served by the gum producers?

THE WITNESS: As far as we know, yes. In other words the commodities as I stated, can be used interchangeably by a very large number of the consuming industries.

MR. SESSIONS: And you have given some figures as to the approximate percentage of the entire naval stores production which is accounted for by the Steam Solvent process?

THE WITNESS: Yes, 11½% last year.

MR. SESSIONS: To what extent, what percentage enters into export trade?

THE WITNESS: I cannot answer you that. The information is available, however.

MR. SESSIONS: I wonder, if sometime in the course of this discussion, I could have a short treatment verbally or in brief, as to the relative cost of production by both types of processes, per unit, that is by the Steam Solvent as opposed to the gum turpentine.

THE WITNESS: We can give you the gum turpentine cost of production.

MR. SESSIONS: And we can check these against those produced by the Steam Solvent group?

THE WITNESS: Yes.

MR. DELAHANTY: Do I understand that your statement was to the effect that from 1921 to 1931 you had been more or less progressively decreasing production whereas the wood people had been increasing their production?

THE WITNESS: No, I said between 1921 and 1925, the gum people were progressively reducing production and during that same period the wood people increased their production, during that period of from 1921 to 1925.

MR. DELAHANTY: That might not necessarily be the case from 1925 to date?

THE WITNESS: No, sir.

MR. PETERSON: Can you state whether there is any visible limit of supply of the product used by the wood solvent people?

THE WITNESS: Others here could answer that better than I could.

THE PRESIDING OFFICER: No further questions.

Witness Excused.

THE PRESIDING OFFICER: Gentlemen, ten days will be allowed for filing of statements and briefs to supplement the oral testimony in this hearing. These statements are to be mailed within ten days from the day of the closing of this hearing to the Chief Hearing Clerk, Room 5428 South Building, Agricultural Adjustment Administration, United States Department of Agriculture, Washington, D. C. You will please be good enough to file these briefs in triplicate.

We want to speed this hearing as fast as we can, we will recess at noon each day as I anticipate it will run more than one or two days. We will recess in the forenoon and ten or fifteen minutes in the middle of the day adjourning for lunch from 12 or 12:30 until 2:00 o'clock and will probably continue until

5:00 or 5:30, depending on whether someone is testifying or not, and we will take up again at 7:00 o'clock in the evening and run until probably 9:30. We desire to finish as rapidly as possible to save time. We will now recess until 2:00 o'clock.

At this point a recess was taken until 2:00 o'clock.

Hearing resumed at 2:00 O'clock.

MR. SESSIONS: I would like to request that Mr. H. M. Wilson submit a brief relating to the type of mortgages or substitute legal devices entered into between factor and producer, such brief to be filed and appended as part of the record within the ten day period subsequent to the closing of the formal hearing.

MR. WILSON: I will be glad to comply with your request, and will file a brief in due course.

THE PRESIDING OFFICER: I would like to repeat what I said this morning regarding some things that seem to be of considerable interest in the meeting here and that is as to the procedure. The government is here gentlemen, for facts only and we want them only and we want to hear from all of you. I extend a cordial invitation to you, if you have something to say we want to hear it. The government is represented here to hear what you have to say regarding the marketing agreement. We want all of the facts and we will act on them in accordance with what we believe is right and ju t for your industry.

We have, up until the noon recess considered those who are in favor of some sort of a marketing agreement for your industry. Is there anyone else who wishes to speak in favor of some form of a marketing agreement, not the particular one, but some form of a marketing agreement?

(No response)

Then we will pass to the next heading, which is as I stated, those opposed to any form of a marketing agreement in the industry. If any of you are opposed to the Secretary of Agriculture entering into any form of a marketing agreement, not this particular one, but any form of a marketing agreement, we will be glad to hear from you.

MILLARD REESE, of Brunswick, Georgia, representing the Downing Company, Inc., and the Sansaville Company, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I am speaking in behalf of something more than six hundred producers, we will furnish the exact number later, representing approximately 150,000 units of production for the trade year ending March 31st, 1933, as well as 9 out of 13 factors engaged in business whose handling of receipts was something like approximately 179,000 units for the calender year 1930.

MR. PETERSON: Before you start, in order that the record may be complete, can you tell us so that we may be well informed, your relationship personally, with this industry, and which of the various groups you represent?

THE WITNESS: I will be glad to, yes. I am President of the Downing Company, Inc., a factor of Brunswick, Georgia. The Downing Company, Inc. handled last year approximately 51,000 units out of the total crop, out of 390,000, the total crop. I am President of a modest corporation engaged in business as a producer, the Sansaville Company, located 25 miles out from Brunswick. The company owns approximately 21,000 acres of land in fee simple. If it is of any interest or importance I will be glad to add that I have more money invested in that particular place than in any other place in the world.

MR. PETERSON: Mr. Reese, so that the record will be complete, are those the only associations or connections you have with the naval stores industry?

THE WITNESS: Me personally?

MR. PETERSON: Yes.

THE WITNESS: Those are all.

MR. PETERSON: Do you represent the Hercules Powder Company in any respect?

THE WITNESS: I beg your pardon. Yes, I am a lawyer. I have represented the Hercules Powder Company since it took over the properties of the old Yaryan Turpentine and Rosin Company, which as I recall was in September 1920. My firm had represented the Yaryan Company which began business in Brunswick, Georgia in 1912, I am sure it did. That company lasted until the failure of the American Naval Stores Company in March 1913 and went under. It went through receivership and was re-organized under the name Yaryan Turpentine and Rosin Company. My firm did not represent the latter company but did represent the trustee for the secured note holders or bond holders of the Company.

Prior to becoming President of the Downing Company, Inc., my firm represented as counsel, the predecessor of the Downing Company, Inc. whose name was the Downing Company. I became a member of the firm which represented the old Downing Company in January 1910, so that for 23 years, nearly 24 years I should say, I have had quite close contacts with the naval stores business, on what you might term the side lines. For the past three years I have been actively connected in a managerial capacity, an executive capacity with the Downing Company, Inc. In January, 1932 I became President of that company.

MR. PETERSON: Are you or your firm attorneys for the Columbia Naval Stores?

THE WITNESS: Not now. I should like to give you the history of that if you are interested.

THE PRESIDING OFFICER: I doubt if it is of sufficient interest to go into the record here.

THE WITNESS: I think it is, Mr. Chairman, on one point, please.

THE PRESIDING OFFICER: You may make the statement.

THE WITNESS: The failure of the American Naval Stores Company was the

most distressing blow that the Naval stores industry has ever had. That failure came as the result of civil and criminal proceedings of the United States Government against the American Naval Stores Company and its officers charged with violating the anti-trust laws, it was an enormous concern. About the middle of March 1913 the company found it unable to continue in business any longer and it turned all of its assets over to a committee to be administered for the benefit of creditors.

That failure threw vast stocks of Naval stores on the market and the price fell over night, most distressingly. You can get the figures if you look back to the statistics of that period. For months there was no open market for naval stores. Turpentine and rosin were worth what you could get for them, not what sales you could make to consumers.

The Downing Company, at that time, was in charge of its founder, Mr. C. Downing. The failure occurred right at the commencement of the producing season. Vast quantities of turpentine and rosin were coming into the ports with no market. Mr. Downing, who himself was a wealthy man, staked his personal fortune to carry these accumulated stocks of the current year of production for his customers. About August of that year in desperation he organized the Columbia Naval Stores Company to do the marketing that had to be done by some agency. The Downing Company, or Mr. Downing, had not been in the marketing business prior to that time and he didn't want to go into it then but he did because he had to.

The marketing business is a very distinct business from the producing business or the factorage business. In order to maintain a satisfactory marketing season a large company must maintain agencies and connections in all of the consuming centers of the world. Like all commodity trading, which generally is done today, prices are given today good for a limited number of hours, on ac-

count of the difference in time. My impression is, those here might state more positively about it, my impression is that the distributors quote prices in cables tonight, to London and Antwerp and other consuming centers abroad, good until noon tomorrow, but as I say, it is a distinctive business, separate and apart from the factorage business and the factor himself, I should think, would find it impossible to conduct the marketing business because he might sell that lot here and that lot there and there might be a slight differential in price and how can he account for that to this customers, how could he say that A's rosin was in Antwerp, B's in London and C's in Chicago, I don't know. Have I answered your question now, sir?

MR. PETERSON: Yes, sir.

THE WITNESS: I should like to say further, that upon the organization of the present Downing Company, Inc., in August 1926, when it took over the naval stores business and the large majority of the Downing Company assets, it was a sale of assets, and not a sale of capital stock, the purchaser refused to buy the stock which the Downing Company held in the Columbia Naval Stores Company. And all of us who had been previously connected with the Downing Company were very happy with the arrangement because we felt that the perilous 1913 situation had at last ended. All of our customers knew of our stock ownership in the Columbia Naval Stores Company and were most grateful that we went in under the situation that we did go in 1913.

MR. PETERSON: Then your appearance today would you say is primarily as a producer, a factor, a distributor, or as an attorney for all three?

THE WITNESS: I do not speak for the distributors at all today. I might say here, in May 1930, the Downing Company, Inc. again became a stockholder in Columbia Naval Stores Company under this kind of a situation.

The ownership of the Downing Company, Inc. was controlled at that time by what were generally known as the Gallican Chipley interests. These interests

had bought out the old Downing Company in August, 1926 as I have already stated. They had been in business on the Gulf with headquarters at New Orleans and with various subsidiaries and perhaps other companies.

Among the subsidiaries which the Gallican Chipley Company owned, was the Gallican Sales Company which was a distributor. In May 1930 a merger was effected between Columbia Naval Stores Company and Gallican Sales Company. I never have known just how the Downing Company, Inc. became the owner of the capital stock or the assets, I should say, of the Gallican Sales Company, but at any rate we did become the owner of the assets of the Gallican Sales Company and the Downing Company, Inc. made the sale of those assets to the Columbia Naval Stores.

MR.PETERSON: Were you attorney for the Downing Company at that time?

THE WITNESS: Yes, sir, I was.

MR.PETERSON: But you don't know how they procured that stock?

THE WITNESS: I never knew how the Downing Company became the owner of the assets of the Gallican Sales Company. It was inter-company financing, I presume.

At any rate, the Downing Company did become the owner of $320,000.00 in face value of the preferred stock of Columbia Naval Stores Company at that time. It also became the owner of all Class B common stock which was an equal amount with Class A common stock. Class A common stock was distributed among the prior stockholders of the Columbia. The Downing Company got all of Class B common stock and $320,000.00 of face value of the preferred stock.

MR. SESSIONS: Were both of those voting stocks?

THE WITNESS: Only the common stock.

MR. SESSIONS: Which they took as stock.

THE WITNESS: The common stock had voting power and was equally divided

between the two classes of common stock.

MR. SESSIONS: And what percentage of control did that transfer of stock transfer to the Downing Company?

THE WITNESS: 50 percent as far as voting power was concerned.

MR. SESSIONS: Did that amount to a working majority?

THE WITNESS: No, it did not.

MR. SESSIONS: That is a closed corporation type?

THE WITNESS: Yes.

MR. SESSIONS: So an even amount of division amounted to an even division of control?

THE WITNESS: Yes, the Downing Company could not change the status of anything, it did not have the control. It was a very clever plan devised for the purpose intended. I had nothing to do with it. It balanced the control of the two companies in the two ownerships.

MR. SESSIONS: Can you give an approximation of the approximate number of stockholders at that time? For instance, how many persons were in possession and ownership and control of that 50% outstanding voting stock?

THE WITNESS: All of Class B common stock was held by the Downing Company, Inc.

THE PRESIDING OFFICER: When you say the Downing Company, Inc., do you mean the Downing Company, Incorporated?

THE WITNESS: Inc. is Incorporated but it is not incorporated under that name, it is Downing Company, Inc.

I suppose at that time there was something like 40, 50 or perhaps 60 stockholders in the old Columbia before the merger and Class A common stock was distributed among them.

MR. SESSIONS: So that the net result of the division was an even division in the control as well as in the ownership?

between the two classes of common stock.

MR. DUNCAN: And what percentage of control did each transferor of

stock transfer to the Bowling Company?

THE WITNESS: 50 percent on for an voting power and control.

MR. DUNCAN: But that amount to a wasting asset by

THE COURT: No, it did not.

MR. DUNCAN: What is a typical corporation like?

THE COURT: Yes.

MR. DUNCAN: Is an arm census of Florida required to be made

division by annual?

THE COURT: Yes, the Bowling Company would not change its status of

operation, it did not have the control. It was a very clever plan devised for

the purpose intended. I had nothing to do with it. It followed the control

of the two companies in the two enterprise.

MR. DUNCAN: Can you give an approximation of the approximate

number of stockholders at that time? For instance, how many persons were in

possession and control of real CCA enterprise prior thereto

THE COURT: All of those 3 persons were held by the Bowling

Company, Inc.

MR. DUNCAN: When you say the Bowling Company, Inc., do

you mean the Bowling Company, Incorporated?

THE WITNESS: Yes. Is Incorporated but it is not Incorporated under

that name, it is Bowling Company, Inc.

I suppose at this time there was something like 60, 80 or perhaps

60 shareholders in the old Colonial before the merger but Clare & Brown

stock was distributed among them.

MR. DUNCAN: So that the net result of the division was to give

division in the control as well as in the ownership?

THE WITNESS: Not as well as in the ownership. The ownership was never even. My recollection is and I am quite sure, I think Mr. Nash would know, however my recollection is that the issue of the preferred stock was $1,100,000.00 or slightly in excess of 1,100,000.00 of which the Downing Company owned $320,000.00 and the preferred stock represented the value of the assets taken over. The common stock had a value if money was had but had no value at the time the transaction was closed and never did develop any value as long as the Downing Company was interested in it.

MR. SESSIONS: Then the net result of that transaction was a split in the control, the voting control?

THE WITNESS: Yes, but not the ownership.

MR. SESSIONS: The voting control of the merged concern but it did not represent a split in the ownership so far as the present valuation is concerned.

THE WITNESS: The Downing Company was under this arrangement, the owner of less than 1/3 of the stock that represented the value.

MR. SESSIONS: And half of the stock that represented the vote?

THE WITNESS: Yes, have you that clear?

MR. SESSIONS: Yes.

THE WITNESS: I may say that we owned both classes of stock from the time it was issued, it was issued some time after May when the effective date of the transfer was made, I believe it was in November 1930. We held that stock until May 1933 and did'nt collect a dollar on it.

MR. SESSIONS: Was the stock distributed anything approximating a voting trust?

THE WITNESS: No.

MR. SESSIONS: Just distributed among the stockholders outright?

THE WITNESS: Yes, if there was a voting trust among the stockholders holding Class A common stock I know nothing of it.

MR. SESSIONS: But insofar as this division of stock is concerned, at the time of the merger, was there any voting trust or stock pool to your knowledge?

THE WITNESS: None, although I did not handle that transaction in any way, we had nothing to do with it.

On the 17th. day of May 1933 the Downing Company sold back to Columbia its entire holding of common and preferred stock, and Columbia made necessary changes in its financial structure involving a charter amendment to permit the the retirement of the stock, so today Downing Company today has not a dollar's interest in any distributing company.

MR. SESSIONS: Are there any interlocking directorships?

THE WITNESS: Up to the time of the sale of our interests in Columbia we had a right to an equal representation on the Board of Directors.

MR. SESSIONS: I was referring to the present time.

THE WITNESS: At the time of the sale of our interests, all of our Directors resigned. We had the right to an equal number on the Executive Committee of Columbia, on the Board of Directors eight and on the Executive Committee four. We had equal representation, four on the Board of Directors and two on the Executive Committee and when we sold our interests all of the Directors resigned.

MR.PETERSON: Then at the present time there exists no relation of any kind between the Columbia Naval Stores and the Downing Company?

THE WITNESS: Not so far as ownership is concerned.

MR. PETERSON: What way is there any relationship at all?

THE WITNESS: We sell our receipts to the Columbia. That is an arrangement that goes back to the days when Mr. Downing first began business in Brunswick. He first sold to, I forget the name of the company, but along prior to the formation of the American Naval Stores Company he sold to Paterson-Down-

ing, then to the Paterson-Downing Company, after that to the American Naval Stores Company and after that to the Columbia Naval Stores Company.

Since that matter has come up I should like to explain what our sales arrangement is. We have no open market at Brunswick on turpentine and rosin. During all of those years that I speak of, the Downing Company has contracted its receipts to these respective companies I have mentioned. I don't know what the basis of the contract was prior to 1913, the organization of the Columbia Naval Stores Company. I do know what it has been since that time.

We receive turpentine and rosin at Brunswick today. It becomes the property of Columbia Naval Stores Company today, provided there are markets both at Jacksonville and Savannah. The price which Columbia pays us for our turpentine is an average of the Savannah price and the Jacksonville price. If turpentine sold today in Savannah for 42½¢ and Jacksonville for 43¢, the price that Columbia would pay the Downing Company for the turpentine of our customers which we delivered today would be 42 3/4 cents. The same arrangement follows as to rosin, is that clear?

But in order for a market to exist which will be binding under the contract at least 25% of the offerings on that market must be sold. In other words, if 150 barrels of turpentine are offered in Jacksonville today and only 25 barrels are sold, there would be no market. In that event, if there was a market in Jacksonville, the Savannah market is judged by the same test, our today's receipts would be sold to Columbia on the price of today's market in Savannah, on the average price of today's market in Savannah and the next day in Jacksonville, on which there is a market.

MR. PETERSON: Would it be of interest to the Columbia Company then, to see that there should be a small amount of the total production go through the market?

THE WITNESS: I don't think so, sir.

MR. PETERSON: But your contract would not be binding unless 25% of that offered on the market is sold on the market?

THE WITNESS: Right.

MR.PETERSON: So if all the product were offered over the market you would have to change your form of contract?

THE WITNESS: We might have to. That is something that has not been considered. I want to explain our situation in Brunswick. We have no coastwise steamer service out of Brunswick serving the eastern markets, Philadelphia, New York and Boston. We are under that severe handicap. Brunswick is what is called a closed port in the evolution that has taken place in shipping. There are, of course, certain offsetting advantages which we enjoy at Brunswick that other factors do not enjoy at Savannah and Jacksonville and for that reason we have been able always to maintain at Brunswick the price for our customers that we have maintained. It would be a great calamity, not only to the Downing Company but to our customers, and we are serving now perhaps somewhere between 12 and 15 percent of the producers in business. But it would be a great calamity to them if we could not continue to get the price basis that we do get at Brunswick for their products. There is another advantage. Columbia has to take our stuff provided there is a market in Jacksonville and a market in Savannah. We sometimes are able to sell all of our receipts under this arrangement when factors in Savannah and Jacksonville do not sell all of theirs. I believe it has been generally conceded that Brunswick serves perhaps the best producing territory in the turpentine belt. At least one turpentine factor told me that. Is that clear, sir?

MR. PETERSON: For the time being I believe so.

THE WITNESS: So far as we are concerned this is the goldfish bowl that General Johnson talks about and we have nothing to conceal.

MR. SESSIONS: About the mechanics of the market in effect in Brunswick. Is most of the territory you serve very contiguous to Brunswick, does all of the turpentine and rosin which you finance come through Brunswick?

THE WITNESS: No.

MR. SESSIONS: Some is shipped direct to Jacksonville or Savannah.

THE WITNESS: One large producer ships direct on Columbia's orders. His rosin is taken up every two weeks and his turpentine is taken up when he gets a tank car. Instead of coming into Brunswick those commodities are shipped direct from the still. We have a turpentine concentration point at Tifton, Georgia. There we receive the turpentine of our producers who are accessible to Tifton and the price there is based upon the Brunswick price, the split market I have described, less a certain differential which takes into consideration the price of the barrel. The barrel is returned to the producer and when he doesn't deliver the commodity in a barrel it is not worth as much to the purchaser and there is a slight, I believe a half cent is added to the differential to take care of the matter of freight rate.

MR. SESSIONS: As I get it, the producer who ships his product direct to Savannah or Jacksonville considers it more favorable to get the Brunswick price even though he might get more than an offering of the Board of Trade?

THE WITNESS: I haven't said that.

MR. SESSIONS: I understood you to make two statements, that the Brunswick price was considered to be a good price and the reason you took the split price between the two markets and that some of your producers shipped it direct.

THE WITNESS: Yes, some ship direct to Jacksonville and Savannah.

MR. SESSIONS: I thought you said that a moment ago. I am not going to draw inferences except from your statements on these matters.

THE WITNESS: We receive at both Jacksonville and Savannah.

MR. SESSIONS: I was just wondering that there must be some advantage in the Brunswick price, do you give the Brunswick price even in instances where it is shipped direct?

THE WITNESS: No, where the commodity is delivered at Jacksonville it carries the Jacksonville price and where it is delivered at Savannah it carries the Savannah price.

MR. SESSIONS: And the split price applies only to the turpentine shipped from Tifton?

THE WITNESS: Yes, and Brunswick, and there is one location where the delivery is made to Columbia at the still.

MR. SESSIONS: Thank you.

THE WITNESS: I should have said that we have two arrangements to accept delivery at the still, I hope I have made it entirely clear, that since May 17th of the present year the Downing Company has had no financial interest of any kind in the world in the Columbia Naval Stores Company. We do have this contract with Columbia. Any more questions, Mr. Peterson?

MR. PETERSON: Is there any other relationship aside from the contractual relationship to buy and sell?

THE WITNESS: None in the world.

MR. PETERSON: On the one hand, from the economical standpoint, they should have opposing points of view in creating a market. Assuming they are typical of factors and distributors, there must be a distinct economical point of view in order to create a market. Up to May 17th, the date you gave, that of course could not have been true.

THE WITNESS: Yes, it was, begging your pardon. I mean to say this, of course, the Downing Company was deprived of the right that I understand factors in Savannah and Jacksonville exercised of frequently making sales after the

close of the market, private sales. It is true that our turpentine and our rosin has to be sold to Columbia under our contract on the day of its receipt provided there is a market at both Jacksonville and Savannah, upon an average of the two markets and provided our customer does not order us to hold his product.

That was touched on this morning, the matter of the customer's right to order his factor to hold. A factor is under obligation to sell his customer's product as promptly as possible after receipt, in the absence of contrary instructions. There have been very interesting cases as to whether a cotton factor had performed his full duty to his customer in presuming to hold until tomorrow or the next day, and I think the law holds that a factor has a reasonable length of time and if it was a reasonable length of time today, if he had a reasonable length of time to sell it on the day of its receipt, it should have been sold, in the absence of contrary instructions. Now, so far as the producers are concerned, those whose accounts are in such position or such condition as to authorize the factor to hold upon the producers order to hold, the producer is entirely at liberty at any time to instruct his factor to hold and not to sell. Of course, you understand, that where a customer is indebted to a factor, the turpentine and rosin that the customer ships in constitutes the factor's method of collecting his debt, the sale of those products and applying the proceeds to the customer's debt and letting the customer draw what he may have to draw, currently, but that is the way the factorage debts are paid.

MR. PETERSON: Then practically no producer in debt to a factor can tell the factor when to sell.

THE WITNESS: That is entirely too broad a statement, sir. It depends upon, entirely upon the character of the producer. I am like J. P. Morgan, I put character first in matters of credit. It depends on the character of the producer and the status of his account. He might be owing us and still might be good for ten times what he owes and then of course, we would have no hesitation in obeying his order. We would not require his account to be secured ten times before

obeying his order not to sell. If his account is regarded as well secured he has a perfect right to instruct us to hold until he tells us to sell.

MR. PETERSON: Due to the present economic depression which naturally effects producers and all alike, is the situation of the producer usually such that his credit, due to no fault of his own, but to the general depression, is in such a position, that he cannot dictate when his commodities should be sold?

THE WITNESS: That is largely true today. Yet I will add in that connection that I think the experience of the average producer in holding has made him very reluctant to hold when he has a chance to sell. It has been our experience over a period of years that it is a very dangerous thing for him to hold rosin. Many people have found that out for themselves as a fact, like the cotton people have, and if he plans to hold turpentine he has got to gain approximately a half cent a month on the price of the turpentine in order to come out even because there is an evaporation and a loss there. If he holds rosin he has to sell it eventually before the package deteriorates, the pine stave barrel made out of pine, and unless you protect the barrel, I found this out in 1931 myself; we held 1000 barrels of rosin at my own producing plant and had to rebarrel some before we could sell it. We did not ship it to the port to have it held there because if we did that it would call for insurance and storage charges in addition. So if a producer holds rosin he is going to hold it at the still and if he holds turpentine he ships and gets it in a tank so as to decrease as much as possible the risk of loss.

MR. SESSIONS: Mr. Reese I would like to ask you if you would mind mentioning for the record the types of mortgages or devices substituted for what we ordinarily term mortgages, executed between the Downing Company and its customers.

THE WITNESS: I am glad you asked that question, Mr. Sessions. In

Georgia, we have a peculiar form of security, it is peculiar I think, to Georgia. Quite accurately it corresponds to the common law mortgage and is known as a deed to secure debt. The difference between a deed to secure debt and a mortgage is, under Georgia law, a deed to secure debt conveys the legal title to the property leaving in the mortgagor an equity of redemption merely. A mortgage under Georgia law, simply creates a lien on property. The deed to secure debt was devised in Georgia in order to overcome the wife's right of dower and her support that existed with respect to mortgaged property. There is this true too. Under our law the power to sell contained in a mortgage dies upon the death of the mortgagor. Under a deed to secure debt since legal title is conveyed the power of sale does not die with the mortgagor but may be exercised after his death, the power being construed to constitute a right in the holder of the deed to secure debt, coupled with an interest.

MR. SESSIONS: Are all of your factorage contracts of the deed to secure debt type?

THE WITNESS: So far as I know every factor in Georgia and every individual lender in Georgia or insurance company or banks who take as security real property, take a deed to secure debt in reference to the mortgage except in the cases of bond issues where the deed of trust is used.

MR. SESSIONS: The significance of that right of redemption is the fact that it is cut off at the time of default, is it not?

THE WITNESS: No, you have got to proceed to enforce the security offered by a deed to secure debt just as you would - I will explain that in a moment. If you held a mortgage - let us get this clear. I understand in Florida that the law does not recognize a power to sell in a mortgage. In other words, if you have a mortgage of $50.00, actually you have to go to equity in order to foreclose.

THE PRESIDING OFFICER: You are not a Florida lawyer, are you?

THE WITNESS: No, sir, I am not.

THE PRESIDING OFFICER: Is there anyone here entitled to practice in the state of Florida who can answer that question?

A VOICE: Yes, sir.

THE PRESIDING OFFICER: What is your name, sir?

A VOICE: A. L. Brogden.

THE PRESIDING OFFICER: You are a Florida lawyer?

MR. BROGDEN: Yes.

THE PRESIDING OFFICER: Admitted under the Florida law?

MR. BROGDEN: Yes.

MR. REESE: A statement was made that my understanding is that under the Florida law you do not recognize a power of sale in a mortgage.

MR. BROGDEN: True, it has to be foreclosed under judicial proceedings regardless of how small or how low, and it cannot be handled as in Georgia under the case of a deed to secure debt.

THE PRESIDING OFFICER: That is all, thank you.

MR. REESE: Mr. Brogden's last answer may be a little misleading in this. That under our law the power of sale under a mortgage is just as good as it is under a deed to secure debt provided the mortgagor does not die. So that when we have these occasional foreclosures, with the property worth generally - the property generally is not worth the amount of the deed, we save considerable cost of expense in Georgia by the exercise of the power of sale and under our form of deed to secure debt an advertisement is required once a week for four weeks, an advertisement in the newspaper in which the Sheriff advertises for the County in which the property is located, that has to be made once a week for four weeks, which is the same time that the law requires before execution. The sale is made on a Public Sale day, and between the legal hours of sale and before the Court House door.

MR. SESSIONS: And I take it in the case of your company, Lowning Company, and in the case of the other factorage houses represented this morning, that the mortgages of your customers are in default at the present time.

THE WITNESS: Unquestionably, if the factors had so elected, I believe, it is not an exaggerated statement, I say this, not as a statement of fact but as a guess, I believe it is true that the factors today could own three quarters of the turpentine producing places in existence.

MR. SESSIONS: And that would apply approximately to your specific company?

THE WITNESS: Well, I should say perhaps three quarters as a large estimate or guess. I was thinking of those producers who do business with factors, and not of the whole industry. The factors do about 80% of the business. I should like to say that the same thing would have been true not as great a percentage as I have stated perhaps, but still it would have been true in any year you could pick out of the history of the industry except the banner years. This is a form of security that we take. The producer comes in and arranges for a line of credit, say $10,000. He gives us four notes, one due June 1st., one August 1st, one October 1st and one December 31st. If the line of credit is arranged in the fall the notes are due the following year. If it is arranged early in the year they are due the same year. In our particular case we do not handle those notes as a bank does by placing the proceeds of those notes to the producers credit. We are under obligation to permit him to draw against it for the amount of money that we have agreed to let him have so that the condition of our customers accounts are reflected by our books always and not by the notes. It is a very, very rare thing that the naval stores producers pay up those notes as they come due. That situation, of course, has been accentuated, of course, during the past four years. A larger proportion than usual have not been able to pay up their notes as they became due. Have I answered the question clearly,

Mr. Sessions?

MR. SESSIONS: I gather than the majority of the producers of the Downing Company are in default and that the number is only perhaps slightly more than would customarily be the case. I understand it is a chronic condition to be in default.

THE WITNESS: They do not pay their debts promptly upon maturity as a rule.

MR. SESSIONS: And by the terms of the deed to secure debt, theoretically or technically, you would be in a position by advertising four consecutive weeks to take over the property?

THE WITNESS: Yes.

MR. SESSIONS: And would that apply in a majority of instances at the present time?

THE WITNESS: Yes, wherever we have security. We have some who have a credit balance.

MR. SESSIONS: The types of stipulations that are placed in the factorage contracts with respect to the right of the factor to sell on a particular day, is it ever stipulated that there will be a reservation of that right in the producer, the right to release or give permission of sale to the factor or give permission to the factor to dispose of the product in a particular day.

THE WITNESS: You mean the right in the producer to sell.

MR. SESSIONS: Yes.

THE WITNESS: No.

MR. SESSIONS: Is there any expressed stipulation that the factor use his own judgement in holding or selling?

THE WITNESS: Mr. Sessions, my recollection is, although I am not sure of this, my recollection is that our form of security does not contain any specific provision with respect to the time that the factor shall sell.

MR. SESSIONS: You rely on the agency relationship for disposing of the product committed to your keeping, to the best possible interest of all parties concerned?

THE WITNESS: Yes, in the absence of specific instructions. The obligation of the factor is to sell with reasonable diligence and that means as promptly as the product can be disposed of.

MR. SESSIONS: That is all.

THE WITNESS: I want to disabuse your mind, if I can, of the fact that the deed to secure debt is unusual in Georgia. It is a general form of security in Georgia and is the same as the power of sale as contained in the mortgage, except as I stated.

MR. SESSIONS: The distinction I am aware of as in the case of giving an outright mortgage, is the necessity of advertising the proceedings prior to the sale at public outcry.

THE WITNESS: Yes.

MR. SESSIONS: Which is not the case in a deed to secure debt?

THE WITNESS: You don't have to go to Chancery in Georgia even to foreclose a mortgage. The usual form of mortgage in Georgia contains the power of sale, the same as the deed to secure debt. You don't have to go into Chancery to realize upon your debt whether it is a deed to secure debt or a mortgage.

MR. SESSIONS: The specific case was in the case of a deed to secure debt. Two things are done, one is advertising four consecutive weeks.

THE WITNESS: Yes.

MR. SESSIONS: And then selling in front of the public Court House?

THE WITNESS: Yes, under our form, although I have seen such papers that authorize more informal advertisements. For instance with respect to this legal sale day, but I don't rely on that.

MR. PETERSON: Do you represent any companies who produce any products

in competition with turpentine?

THE WITNESS: You are speaking of all kinds of turpentine? I have already stated that I have represented the Hercules Powder Company of Brunswick since they acquired the Brunswick properties.

MR. PETERSON: Do you represent the Atlantic Refining Company?

THE WITNESS: Yes, I beg your pardon. You see I am not an expert -- we represent the Atlantic Refining Company legally, and I believe that petroleum products do come in contact, to some extent, with turpentine. I am glad you brought that out.

Really I know so little of the technical part of this game that I am undertaking to play that I need expert advice at hand always and I am always glad to have it.

I might say in that connection, that the Downing Company, aside from the executive position which I hold, is the most valuable account that I enjoy. Some years ago when we went through the troubles with the Downing Company and they were quite serious, I might remark that if we had not saved the Company I would have been in the same situation as the man who when he was asked if he was a lawyer, said "yes, sir, but my client died."

(Laughter)

Mr. Chairman, I understand that these hearings are as you stated this morning, more in the nature of legislative proceedings than judicial and you do not observe the hearsay rule as you do in a judicial proceeding.

Of course, many of the figures that I shall use are given to me by our accounting department or are assembled from various sources of information, particularly Gamble's International Naval Stores Year Book, and the Naval Stores Review.

In the first place, those who feel that no marketing agreement is necessary or desirable desire to point out that the industry involved is a comparatively small one, perhaps the smallest of the essential agricultural commodities. The number of producers we have here, I am told I should have said the number of stills, because the definition of producer embraced in the marketing agreement covers not only the man who operates his own place for crude gum and distills that gum, but also embraces all crude gum producers. So, the number of stills, is estimated to be between 1200 and 1500. The total American crop for the year ending March 31st, 1933 was 390,000 units in round figures. I believe Mr. Spah explained this morning what a unit is, did he not?

THE PRESIDING OFFICER: Yes.

THE WITNESS: During the trade year ending March 31st, 1933 the average net return to the producer per unit at his still was about $32.00, making the total value of the crop for that year slightly less than $12,500,000.

For the five preceding years, the following figures are taken from Gamble's International Naval Stores Year Book for 1932-1933, on the chart opposite page 36. Will you take official cognizance or shall I offer that in evidence?

THE PRESIDING OFFICER: It can be used that way but the trouble is that by simply referring to it in that manner and without putting it in in toto we are not in a position to follow it and I prefer to have it included in the record for that reason.

THE WITNESS: All right, sir.

Net proceeds received at still by Naval Stores Producers for their products.

Received in evidence and marked Exhibit No. 12.

EXHIBIT 12

NET PROCEEDS RECEIVED AT STILL BY NAVAL STORES PRODUCERS FOR THEIR PRODUCTS

Naval Stores Year	Net Cash Proceeds Bbl.Spts. Turp.(50 Gallons)	Net Cash Proceeds Bbl. Rosin (500 lbs. gross 420 lbs.net)	Net Cash Proceeds From Unit of One Bbls. Spts.Tupp. & 3/1/3 Bbls. Rosin	Estimated Production Barrels Spts. Turpentine-Rosin 3 1/3 Times as many Barrels	Net Cash Returns to Producers at Stills for Total Crop
1931-32	$ 17.43	$ 5.19	$ 34.75	500,000	$ 17,365,000
1930-31	18.33	7.89	43.96	600,000	26,376,000
1929-30	22.45	11.98	62.38	625,000	38,987,000
1928-29	23.37	12.95	66.54	560,000	37,262,000
1927-28	24.51	13.29	68.81	650,000	44,725,000
1926-27	39.32	19.97	105.89	510,000	54,004,000
1925-26	45.33	17.75	104.50	480,000	50,180,000
1924-25	38.96	8.57	67.53	530,000	35,790,000
1923-24	38.24	7.89	62.54	565,000	35,335,000
1922-23	54.28	8.13	81.38	520,000	42,317,000
1921-22	28.74	6.10	49.07	500,000	24,533,000

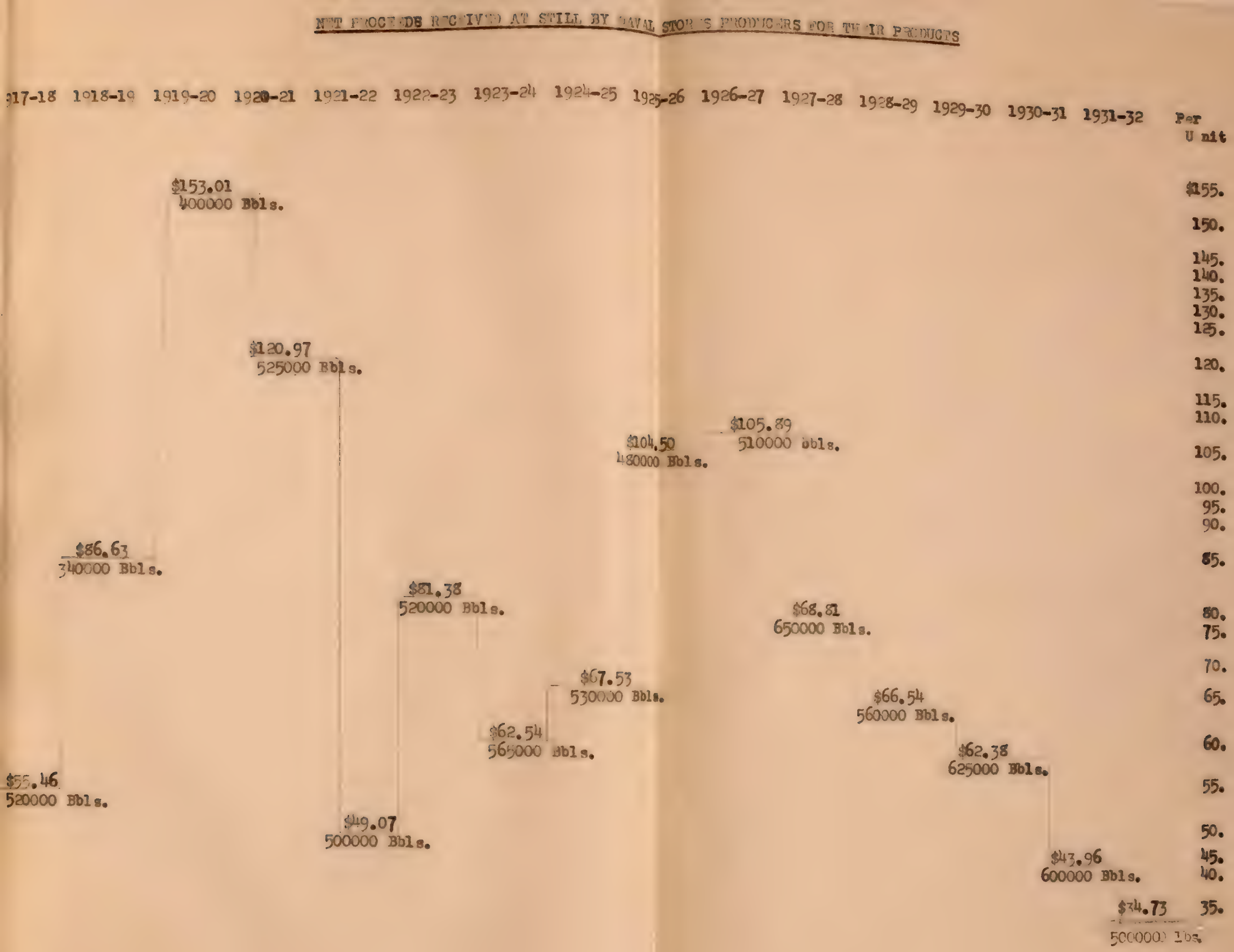
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Naval Stores Year	Net Cash Proceeds Bbl. Spts. Turp.(50 Gallons)	Net Cash Proceeds Bbl. Rosin (500 lbs. gross,420 lbs. net)	Net Cash Proceeds From Unit of One Bbls. Spts. Turp. & 3 1/3 Bbls. Rosin	Estimated Production Barrels Spts. Turpentine Rosin 3 1/3 Times as many Barrels	Net Cash Return to Producers at Stills for Total Crop
1920-21	$ 60.94	$ 18.01	$ 120.97	525,000	$ 63,509,000
1919-20	64.14	26.66	153.01	400,000	61,204,000
1918-19	26.80	17.95	86.63	340,000	29,454,000

Net proceeds at the still means the amount of money to the credit of the naval stores producer after the freights, inspection charges, yard insurance, commissions, and any other expenses incurred in handling his products at the primary market are deducted--that is, the net proceeds are the amount available to him at the still for his products ready for shipment to market. From this there must be deducted all the expenses connected with production and preparation for marketing before the producer realizes any return on his investment and labor. The chart clearly shows why the naval stores industry for the years 1930 and 1931 suffered heavy losses in operations. Naval stores cannot be made and yield a net return to the producer of only $34 for one barrel spirits turpentine and three and one-third barrels of rosin without the producer meeting with heavy losses.

601

NET PROCEEDS RECEIVED AT STILL BY NAVAL STORES PRODUCERS FOR THEIR PRODUCTS



THE WITNESS: The chart shows the following values of the unit of naval stores for the years named. These values are to the producer at his still. Of course, they are average values. One producer enjoys a more favorable freight rate than another and he gets more than the other fellow. One producer produces a better grade of rosin than the other producer and the producer who produces a better grade realizes more for his unit than the producer who produces a low grade of rosin.

For the year ending March 1932 the producer received at the still $34.73. For the year ending March 1931 the producer received at the still $43.96. For the year ending March 1930 the producer received at the still $62.38. For the year ending March 31, 1929 the producer received at the still $66.54 and for the year ending March 31, 1928, $68.81.

Since March 31, 1933 the Unit price to the producer at his still has averaged from $38. to $39, an increase of about 20% over the 1932 average. However, during the same period the costs of supplies and labor have likewise increased. The average percentage increase in cost of labor and supplies for the present year as against 1932 is almost, if not quite, as great as the percentage increase in the average net return per unit to the producer. But 1933 has been a better year for production, as hereinafter shown.

Have we on the record information as to the principal uses of these commodities?

THE PRESIDING OFFICER: No.

THE WITNESS: The principal uses of rosin are in the manufacture of paper and paper sizing; soaps, varnishes, oils, greases, linoleum, oil cloth, roofing, etc.

The principal uses of turpentine are in the manufacturer of paints and varnishes; shoe polish and leather dressing; autos, buggies and wagons; sealing wax and insulation; pharmaceuticals and chemicals, etc.

I think I would like to put in Page 52 of Gamble's Year Book for 1932-33. Statement titled:

"Turpentine consumption in main industries in the United States in nine years" received in evidence and market Exhibit No. 13.

TURPENTINE CONSUMPTION IN MAIN INDUSTRIES IN UNITED STATES IN NINE YEARS

Consuming Industry	TURPENTINE (Gallons) 1922	1923	1924	1925	1926
Paint and Varnish	7,117,530	5,304,623	5,365,178	5,705,414	4,428,447
Soap	29,003	31,760	22,188	3,540	5,376
Paper and Paper Size	9,098	13,795	11,764	5,874	6,956
Printing Ink	13,665	9,437	12,860	10,879	12,372
Shoe Polish and Leather Dressing	981,374	806,734	801,453	824,463	543,079
Autos, Buggies and Wagons	389,553	341,154	259,633	276,570	280,585
Sealing Wax and Insulation	65,417	70,180	51,307	61,058	66,291
Oils and Greases	39,675	58,253	105,612	124,785	180,871
Linoleum, Oilcloth and Roofing	3,429	2,705	17	4,165	5,524
Foundries and Foundry Supplies	14,560	20,093	19,352	22,024	16,179
Shipyards, etc.	26,818	18,872	19,027	15,750	16,042
Pharmaceuticals and Chemicals	14,177	15,678	11,788	77,041	29,061
Matches and Woodenware	1,301	2,165	2,205	.....	.....
Miscellaneous	13,300	9,500	17,237	42,326	35,066
TOTALS	8,718,900	6,704,949	6,739,621	7,174,115	5,617,049

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TURPENTINE CONSUMPTION IN MAIN INDUSTRIES IN UNITED STATES IN NINE YEARS

Consuming Industry	TURPENTINE (Gallons) 1927	1928	1929	1930
Paint and Varnish	4,701,166	4,306,483	4,630,505	4,089,743
Soap	1,575	1,599	4,215	10,539
Paper and Paper Size	3,651	4,231	6,159	1,771
Printing Ink	15,060	10,131	14,232	11,209
Shoe Polish and Leather Dressings	599,669	561,116	567,930	527,838
Autos, Buggies and Wagons	242,022	158,901	100,815	80,953
Sealing Wax and Insulation	59,234	68,248	75,280	70,236
Oils and Greases	113,407	42,969	28,380	21,776
Linoleum, Oilcloth and Roof	3,250	2,312	81	2,754
Foundries and Foundry Supplies	21,684	15,001	10,136	27,144
Shipyards, etc	15,847	14,315	62,865	65,520
Pharmaceuticals and Chemicals	24,205	55,235	60,474	70,185
Matches and Woodenware	.....	230	.....	.....
Miscellaneous	37,528	36,308	61,633	65,556
TOTALS	5,838,298	5,304,099	5,622,695	5,045,224

[illegible]

[illegible]

[illegible]

The report of the Bureau of Chemistry, United States Department of Agriculture, of turpentine consumption in the main industries of the United States for the calendar year 1930 shows a falling off of a little over 10%. Of the decrease reported of 577,471 gallons 540,762 gallons was in the paint and varnish industry. That industry consuming 80% of the total reported, or practically the same proportion as in the previous year. The consumption of turpentine in manufacturing industries continues to show a steady decrease. No new uses were reported for this commodity in 1930 or in 1931. Fortunately, the use spirits turpentine by masters painters and the general public for painting purposes holds its own better than its uses in consuming industries. Whereas the reported consumption in industries for 1930, was only 101,000 barrels, or 5,045,000 gallons, the consumption by master painters and general public was 267,000 barrels or 13,350,000 gallons. More than ever the advisability and necessity of holding this great market for spirits turpentine is apparent. In the face of the efforts to displace the use of spirits turpentine by master painters and the general public with cheaper mineral oil substitutes and with very meager efforts made by the gum spirits turpentine producers to retain this market, the superior qualities of spirits turpentine, gum and steam distilled wood alike, are such that the market in a sense retains itself. The steam distilled wood spirits turpentine industry continues its magnificent advertising program but the gum industry does nothing toward retaining this great market. The use of spirits turpentine in the polish industry in this country continues to show a shrinkage which may be due to the general business conditions of 1930 and 1931, and not to any turning away from its use in such commodities. The use of

The report of the Bureau of Standards, United States Department of Agriculture, of interesting information in the well instruction of the United States for the exhibit that 1930 shows a falling off of a little over 10%. If the decrease continues at 10% during the following ten is the years for total industry. That industry consuming only of the total consumption, it practically the same proportion as in the previous year. The consumption of distillate in manufacturing industries continues to show a steady increase. He saw were reported for this commodity in 1926 or in 1927. Fortunately, the new uniform interpretation of customs rulings and the general public for painting purposes under its new duty than the same industry. Should the industrial consumption in industries for 1929, the only 31,000 barrels, or 3,760,000 gallons, the consumption by master painters and general public was 80%,000 barrels or 11,200,000 gallons. Under these the activities of necessity of building this trade market for white distillate in efficient. In the form of the article to include the use of white naphthas by master painters and the general public with a slight natural oil substitutes not with this same volume. It is the white turpentine producers to retain this market, the increase qualities of spirits turpentine, for old paint distillate were also, are used that the market is a large reduction itself. The study distilled wood spirits manufacture industry considers the competitive/ advertising program but the gum industry does publish local relative high this trend market. The use of spirits turpentine in the united industry in this country constitutes more than a one-fifth part or due to the general business conditions of 1930 and 1931. and may be any further from its use in such commodities. The use of

lacquers in the automobile and kindred industries has evidently very steadily decreased the consumption of spirits turpentine in this and other countries. The main source of decrease is in paints and varnishes in tins. Compared with 1922, when the consumption in these industries was reported at 7,117,530 gallons, or 142,350 barrels of 50 gallons, we had in 1930 reported consumption of 4,089,743 or 81,794 barrels, a decrease of 60,556 barrels, or nearly 43%. The attempt to make synthetic camphor in the United States seems to have been futile, and nothing has been heard of that industry in many months. In Germany, the world's head uarters for synthetic camphor, that large consumer of American spirits turpentine has suffered from the depression in the camphor using industries. The use of non-shatterable glass in automobiles, which have been expected to largely increase the demand for synthetic camphor, has naturally not reached the expected proportions and that outlet has not been as great as was looked for. A return of more prosperous conditions in the United States may bring a noticeable expansion in the use of synthetic camphor in that direction. European consumption of American turpentine in shoe and other polishes continues one of the great outlets for this commodity, and while the polish industry has felt the effects of the general business depression its use of spirits turpentine has apparently not been curtailed as greatly as in some other lines of use.

THE WITNESS: From the table of production set out in the exhibit will be seen that for the year ending March 31, 1933, production was 22 per cent less than for the year ending March 31, 1932; 30 per cent less than for the year ending March 31, 1931, and 37.7 per cent less than for the year ending March 31, 1930.

It is estimated that the crop for the current year ending March 31, 1934, will be about 475,000 units, an increase of approximately 22 per cent over the 390,000 barrel crop for the year ending March 31, 1933. Despite this increase, however, the statistical position of rosin today is good - infinitely better than it was a year ago. It may be doubted if any commodity holds a better statistical position today.

Mr. Chairman, I am embarrassed. I want to offer here as an exhibit a table appearing in the issue of Nov. 11th, 1933, Page 10 of the Navel Stores Review and I don't think I have it with me.

THE PRESIDING OFFICER: Will you have it here with you early tomorrow morning?

(Booklet handed to Mr. Reese)

THE WITNESS: I have it here now sir, thank you. The table shows stocks of rosin on October 31 for ten years back.

There also is a table showing the stocks of turpentine on October 31, from 1923 to 1933 inclusive, and the other table showing some information with reference to stocks of rosin for that period.

Tables entitled "Stocks of Turpentine on October 31" and "Stocks of Rosins on October 31" received in evidence and marked Exhibit 14.

1b

Exhibit 14

ISSUE OF NOVEMBER 11th, 1933.

SAVANNAH WEEKLY NAVAL STORES REVIEW AND JOURNAL OF TRADE

NAVAL STORES STATISTICS FOR ELEVEN YEARS

Stocks of Turpentine on Oct. 31

	1933	1932	1931	1930	1929	1928
Savannah	19,266	15,031	36,759	30,071	14,640	23,658
Jacksonville	33,813	42,208	59,215	28,397	25,366	32,054
Pensacola	26,537	25,264	24,979	30,301	27,032	23,797
Stocks at London of American Turpentine	79,616	82,503	120,953	88,499	67,038	79,509
	14,900	26,300	33,500	36,725	26,200	34,222
Totals	94,516	108,803	154,453	125,224	93,238	113,731
Dec. or Inc. for 1933 compared with former years		94,516	94,516	94,516	94,516	94,516
		D14,287	D59,937	D30,708	D1,278	D19,215

	1927	1926	1925	1924	1923
Savannah	29,942	14,893	15,099	11,112	16,053
Jacksonville	37,214	31,831	23,688	20,336	17,209
Pensacola	13,317	10,646	9,617	10,139	3,821
Stocks at London of Amer. Turp.	80,473	57,370	48,404	41,587	37,141
	47,440	17,086	50,932	34,542	26,060
Totals	127,913	74,456	99,336	76,129	63,741
Dec. or Inc. for 1933 compared with former years	94,516	94,516	94,516	94,516	94,516
	D33,397	D20,060	D 4,820	D18,387	D70,775

STOCKS OF ROSINS ON OCTOBER 31

	1933	1932	1931	1930	1929	1928
Savannah	103,325	165,005	231,365	171,956	140,521	108,132
Jacksonville	92,265	157,654	203,002	100,992	91,396	86,896
Pensacola	15,832	14,642	31,099	30,721	12,850	22,889
Totals	211,422	335,301	465,466	303,669	244,767	216,917
Dec. or Inc. for 1933 compared with Former years	211,422	211,422	211,422	211,422	211,422	211,422
	D123,879	D254,044	D92,247	D33,345	D5,495	

	1927	1926	1925	1924	1923
Savannah	117,804	72,314	87,354	85,452	114,952
Jacksonville	91,623	65,859	72,862	108,992	135,388
Pensacola	12,740	20,037	21,396	34,170	45,049
Totals	222,167	158,210	181,613	228,614	295,389
Dec. or Inc. for 1933 compared with former years	211,422	211,422	211,422	211,422	211,422
	D10,745	D53,212	D29,809	D17,192	D83,967

Not since 1926 have the stocks at the three ports mentioned been lower than they were on October 31st last, and for only two years during the past ten (1926 and 1925) have these stocks been lower than they are this year. That is with reference to rosins.

Stocks of Turpentine on hand October 31 of this year are less than on the same date in any year since 1929. That year they were only 1,272 barrels less, which is but little more than 1-4 of 1 per cent of the estimated crop for the current year - and insignificant increase for this year over 1929.

DR. VEITCH: These are the stocks at the port, are they not?

THE WITNESS: Yes

DR. VEITCH: I would like the record to show that, not the total available stocks that may be throughout the country.

THE WITNESS: You anticipate me, Doctor.

DR. VEITCH: Pardon me.

THE WITNESS: It may be conceded that these figures do no reflect accurately the statistical position of the two commodities. Both rosin and turpentine are stored at places other than those covered by the statistics, and there is no way of telling how the stocks in the hands of consumers compare this year with former years. However, the statistical information given is the most accurate available. It is believed that this information reflects with a fair degree of accuracy the true situation. Next to Savannah and Jacksonville the port of Brunswick, Georgia, handles more turpentine and rosin than any other. On October 31, 1933, the stock of rosin on hand at Brunswick was 48,780 barrels as against 57,393 barrels on October 31, 1932; and the turpentine on hand on October 31, 1933, was 5,972 barrels as against 9,288 on October 31, 1932.

If the Brunswick figures are included therefore they tend to sustain the general picture presented by the figures in Gamble's Year Book.

Mr. Chairman, in that connection if it would be helpful to the committee, I should be very glad to file or have compiled a table for the last ten years showing the Brunswick stocks.

THE PRESIDING OFFICER: I think that would be very valuable.

DR. VEITCH: Yes, because I don't know where else that would be obtainable.

THE WITNESS: Very well, I will be glad to do that.

THE PRESIDING OFFICER: You will kindly file that within ten days.

THE WITNESS: Yes sir.

Mr. Speh has explained very clearly and fairly the situation with respect to the two broad classes of turpentine and rosin. I think that has been well covered.

The gum production business is done largely through factors. A factor advances money to a producer either to enable him to commence or to continue business. The producer usually gives the factor a mortgage. I should use a deed to secure debt here, a mortgage or other form of security covering his naval stores business and properties, and sometimes additional property is included as security for the advances made and to be made by the factor. Practically without exception a producer who borrows money from a factor enters into a contract whereby he agrees to deliver to the factor, or as the factor may direct, all of the turpentine and rosin produced by the producer, with authority in the factor to sell the same for the producer's account and with the right in the factor to apply all or any part of the proceeds of such sale to any indebtedness owing by the producer to the factor.

to the factor.

Of course, the factor charges the producer interest on the money borrowed. In addition to the business which factors do with producers who are indebted to them, they also handle sales of turpentine and rosin for producers not indebted to them. Whether the producer whose product is sold by a factor is indebted or not indebted to the factor, a commission is charged by the factor.

THE PRESIDING OFFICER: Is this commission in addition to the interest?

THE WITNESS: Oh yes.

THE PRESIDING OFFICER: What is the usual rate of interest?

THE WITNESS: I think they all charge eight per cent with the exception of one.

THE PRESIDING OFFICER: And the commission?

THE WITNESS: Two and a half per cent upon the proceeds of the sale.

THE PRESIDING OFFICER: Making a total of ten and a half per cent?

THE WITNESS: No. One is purely a factorage commission. I don't know how that would work out with reference to the money borrowed. You see, the gross of amount of sales should be way in excess of the amount of money the factor has. I should say, I cannot conceive that the commission can be treated as interest but if you concede that, you would have to go way above ten and a half per cent.

The factors handled approximately 86 2/3 per cent of the total production of gum turpentine and rosin during the year 1932. Not more than 20 per cent of the total quantity handled by factors was handled for producers not indebted to them. That is an estimate or more nearly a guess. We have no statistical information on this point, and what is stated is

simply an estimate. However, it is believed that the estimate of 20 per cent is over rather than under the actual percentage of sales made by factors for producers not indebted to them.

We believe it is safe to say, therefore, that 80 per cent of the total production handled by factors was for customers indebted to them, and the total production handled by factors constitute about 86 2/3 per cent of the total gum crop. This would mean that nearly 70 per cent of the total gum production was handled by factors for producers against whom the factors held lien claims.

MR. SESSIONS: That money with reference to which factors hold lien claims, do you attempt to distinguish between a lien claim as opposed to the type of claim in a deed to secure debt?

THE WITNESS: No, I do not.

MR. SESSIONS: A lien in the sense of being collateral advanced for the purpose of security?

THE WITNESS: Oh yes, I just didn't want to confuse those people who didn't understand.

MR. SESSIONS: I wondered if that was discussed?

THE WITNESS: No, it was not. Lien is used in the sense of security. I should like to read into the record the names of the factors, engaged in business at the present time, with the approximate number of barrels of turpentine handled by each during 1932, that is the calendar year.

	Barrels
Turpentine and Rosin Factors, Inc., Jacksonville, Florida	101,000
The Downing Co., Inc. Brunswick, Georgia	51,000

Purchase

Turpentine and Resin Factors, Inc.,

Fredericville, Florida 325.00

The Dunstan Co., Inc.

Brunswick, Georgia 11.00

Carson Naval Stores Company	
Savannah, Georgia	43,000
Southern States Naval Stores Company,	
Savannah, Georgia	24,000
Peninsular Naval Stores Company,	
Jacksonville, Florida	24,500
Consolidated Naval Stores Co.,	
Jacksonville, Florida	26,000
Operators Factorage Company, Inc.,	
Savannah, Georgia	12,000
West Florida Naval Stores Company,	
Pensacola, Florida	17,000
The Lurton Company,	
Pensacola, Florida	10,500
Taylor, Lowenstein & Company,	
Mobile, Alabama	19,000
The Cassels Company,	
Savannah, Georgia	8,000
D. A. Sapp Company,	
Savannah, Georgia	3,200
E. C. Hughes,	
Mobile, Alabama	3,000

I must say Mr. Chairman that these figures are approximate, and not exact.

MR. DELAHANTY: What were those figures?

THE WITNESS: The number of barrels of turpentine handled by the respective factors during the calendar year of 1932.

MR. SESSIONS: And those who take the rosin equivalent.

THE WITNESS: The approximate number of barrels of rosin would be three and one third times the number of barrels of turpentine handled by them.

The factors sell the turpentine and rosin delivered to them by their producers almost entirely to distributors. The distributors engaged in business are Columbia Naval Stores Company of Delaware, Savannah; Antwerp Naval Stores Company, Savannah; R. M. Thorpe & Co.; Savannah; Parie Naval Stores Company, Savannah; John D. McGillicuddy & Company, Savannah; Pine Products Export Company, Savannah; Naval Stores Dealers, Inc. Savannah; Florida Naval Stores Export Company, Jacksonville; W. S. Lining, Jacksonville; Godwin Naval Stores Company, Jacksonville; Carl Moller & Son, Jacksonville; A. E. Adamson, Jacksonville; Lewis & Greenlees, Jacksonville; Taylor, Lowenstein & Co., Mobile, Ala., and John P. Rausch & Co., New Orleans.

Some, perhaps all, of these companies buy direct from producers, but their volume of such business is not large. Some of them have been in business for may years and have established agents and connections in all of the more important consuming centers in this country and abroad. These companies regard their foreign connections as particularly valuable and important, as approximately 55 per cent of the American crop must be sold in foreign markets.

I should like to stress that statement because there is a point which is very important, that 55% of the marketed crop is to be consumed, approximately 55%, in foreign markets.

The distributors as a class are amply financed satisfactorily to perform their important function in the industry. Even during the past four years of disturbed and almost chaotic conditions, the distributors have afforded, almost without exception, a daily cash market for gum

turpentine and rosin. Of course the price level has not been satisfactory, but neither has the price level at which they have been able to sell. At all times within the past four years, the accumulated stocks carried by distributors even at the low level of prices prevailing, have represented a value of several million dollars.

I should interpolate right here, Mr. Chairman, that under the present marketing system turpentine is sold as high as $2.33 per gallon and low grade rosins as high as $28.50 per barrel of 280 lbs.

No accurate information is available with respect to the total amount of investment which factors have, through advances to their producer customers, in the producing business. We believe it is safe to estimate that this total investment represents at least $12,000,000 and perhaps as much as $15,000,000. Certainly the money the factors have in the producing branch of the business represents a very large part of the total investment in the producing business.

The lot of all engaged in the business, including producers, factors and distributors, has been hard of recent years. None of them have made money. All of them have lost money. Many producers have seen their equities wiped out and they and their families have had to live frugally, giving up all of the creature comforts of life and reconciling themselves to do on the bare necessaries. Naturally the laborers employed by producers likewise have suffered, though comparatively it is believed they have not suffered as much as the producers and their families. The children of laborers and of some producers may have had to go barefoot, but none have starved. No one has been dispossessed of his modest home on account of inability to pay rent, for no rent is charged. All have had ample fuel. At most turpentine locations fish and wild berries are plentiful, and these have helped. Any turpentine

laborer who so desires may have a vegetable garden, and many of them have had.

More than one factor has sweated blood in the effort to provide new money to keep the producers who were dependent upon his going.

But with all that those engaged in the industry have suffered we believe as a class they have suffered less than the producers and handlers of any other agricultural or industrial commodity of which we have knowledge. In the first place the producers had their factors to call upon and the latter were able and willing to supply them some money, while many agriculturists and manufacturers dependent upon banks for money found it practically impossible to get any at all. In the next place there has been, almost without exception, a daily cash market for turpentine and rosin. Prices were low and for a long period did not cover the cost of production, but other commodities likewise were low in price, and the money received went a long way. Except during the bank holiday, when all markets were closed, there has not been a period of more than a day or two at a time during the past four years when both turpentine and rosin could not be sold at some price for cash.

The increase in production during the present year over last year is not due alone to increased croppage.

THE PRESIDING OFFICER: Can you summarize, Mr. Reese, more briefly and file it as an exhibit?

THE WITNESS: Yes, but it is a statement of fact and unless I swear to it, I don't know how I will get it into the record.

THE PRESIDING OFFICER: I don't want to curtail you.

THE WITNESS: And I don't want to take an undue length of time. I verify every statement in the statement of fact which will be filed with the exception of some figures here that were furnished

me by Mr. Kayton of the Carson Naval Stores Company and he will verify those.

THE PRESIDING OFFICER: You may proceed.

THE WITNESS: The increase in production during the present year over last year is not due alone to increased croppage. Commencing in the fall of 1931 and extending into late spring or early summer of 1932 ---

MR PETERSON: The six hundred producers you represent, you have proxies for them?

THE WITNESS: Yes.

MR. PETERSON: How many of those six hundred producers are in default to their factors?

THE WITNESS: Whatever the percentage is of producers that average, I imagine the average would be about the same.

MR. PETERSON: Were those proxies asked for by the factors or voluntarily given by the producers?

THE WITNESS: May I continue with this statement, Mr. Peterson, and then I will take that up?

MR. PETERSON: Yes.

THE WITNESS: Commencing in the fall of 1931 and extending into late spring or early summer of 1932, the turpentine belt suffered the most disastrous forest fires ever known in the section. Many turpentine producing trees were destroyed, others were badly damaged and others were damaged to some extent. Weather conditions were not favorable during the first half of the producing season. As a result the production per crop was low.

During the present producing season weather conditions have been ideal. The production per crop has been high. We have available

statistics covering eight producing locations in as many different counties in Georgia, and these show to October 14th of the present year an increased production per crop of slightly more than 24 per cent over the same time last year. More new croppage is being worked at these places this year than last, and that accounts for some of the increase, but not for all. The same class of tree in the same locality at the same stage of working has shown better production this year than last. While the better prices that have prevailed have been largely off-set by the higher prices the producer has paid for his labor and supplies, the better production has benefited the producer immensely. This is true because where a given crop produces 36 units one year and 45 units the next year, the producer will come out much better the 45-unit year than he will the 36-unit year, where the cost of his labor and supplies is identical and the price received for his products is identical.

That it would be highly beneficial to all branches of the industry to balance production with consumption, if that were possible and if it could be done in a fair and equitable say, "with equal rights to all and special privileges to none", and if it could be done under the Constitution and laws of the land, and if it could be done without too great a burden in the way of expense and supervision, all will agree.

The proponents of the plan under consideration believe that the plan is practical and workable; that it will accomplish the purpose intended; that it will operate with fairness to all concerned; and that it is authorized by the Agricultural Adjustment Act.

The opponents of the plan believe that it is not practical and not workable; that it will not accomplish the purpose intended; that it will not operate with fairness to all concerned; and that it is not authorized by the Agricultural Adjustment Act.

This brief and argument is submitted on behalf of approximately 550 producers, who are opposed to the plan and whose combined production for the year ending March 31, 1933, amounted to 130,000 units or more. I think at the present time it is one hundred and fifty thousand units or more. A list of those producers with the production of each of them as far as possible, will be submitted along with this brief.

The following factors join these producers in their objections to and protests against the proposed agreement:

Southern States Naval Stores Company, Savannah, Georgia.

Operators Factorage Company, Inc., Savannah, Georgia.

The Cassels Company, Savannah, Georgia.

D. A. Sapp Company, Savannah, Georgia.

The Downing Company, Inc. Brunswick, Georgia.

Peninsular Naval Stores Company, Jacksonville, Florida.

The Lurton Company, Pensacola, Florida.

E. C. Hughes, Mobile, Alabama.

These constitute nine out of thirteen factors engaged in business. These factors handled 179,200 units out of the total of 338,200 units handled by all factors in business during the year 1932.

MR. PETERSON: You have on hand that percentage?

THE WITNESS: No sir, half of it, would be a hundred and fifty and nineteen, a hundred and sixty nine. It is ten thousand more than half.

As will appear from the tabulation above set out of the volume of turpentine and rosin handled by factors, The Downing Company, Inc. of Brunswick, Georgia, is the second largest and Carson Naval Stores Company of Savannah the third largest factor engaged in business. Together they handled more than 24 per cent of the total American crop

last year (94,000 out of a total of 390,000 units). Illustrating the better situation which exists in the industry today as against a year ago, these two companies have compiled statistical information as revealed by their trial balances at the close of business October 31, 1933, and October 31, 1932.

In these comparisons casual shippers who are paid cash for their shipments and who do not carry either debit or credit balances with the companies mentioned have not been taken into account. In other words, only the accounts of regular customers who did business both in 1932 and 1933 have been considered. Where a producer did business with one of these companies in 1932 and did not do business with it in 1933, or where a producer did business with one of them in 1933, or where a producer did business with one of them in 1933 and did not do business with the same company in 1932, the account has not been considered.

Before reading the figures perhaps it would be better to let Mr. Kayton verify them.

THE PRESIDING OFFICER: All right, that perhaps would be better.

HERBERT L. KAYTON, President of the Carson Naval Stores Company, Savannah, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

MR. KAYTON: The figures which Mr. Reese desires me to give are as follows: Our trial balance of October 31, 1932 showed that of one hundred and thirty two active accounts, the accounts active both in 1932 and 1933, at that time we had one hundred and seven accounts aggregating debits of $516,947.37 and twenty five accounts with aggregate credit of $31,180.19. The entire one hundred and thirty two accounts are representing a net debit on our books of $485,767.18. On October 31, 1933 the identical accounts stood as follows: eighty six accounts with aggregate debits as against one hundred and seven in 1932 of $440,124.50 and

loss year ($4,000 and of a total of $83,000 assets). Illustrating
the battery situation which exists in the industry today or explains
a year ago, these two companies have completed construction
as revealed by their total balances of the close of business March
31, 1939, and September 30, 1939.

In these comparisons account adjustments for the yard room are made
adjustments may who do not carry at any or credit balances or credit balances with the
respective merchant have not been taken into account. In other words,
only the accounts of regular customers who did business both in 1938 and
1939 have been considered. There a pioneer did business with one of
these companies in 1938 and did not do business with it in 1939, or there
a pioneer did business with one or them in 1939, or where a pioneer
did business with one or them in 1938 and did not do business with the
same company in 1939, the account has not been considered.

Before reading the figures presented it should be borne in mind
[illegible] yard room.

THE PRINTING DEPARTMENT: All right, that perhaps would be helpful.

MEMBER I. CLIFFORD, President of the Cheyenne Daniel Dinner Company.
Cheyenne, Wyoming, having duly sworn by Deputy
Initiative, Chief Deputy Clerk, Administrative
Assistant Administrative, testified as follows:

MR. CLIFFORD: The figures which Mr. Dunn mentions in his are
as follows: One total balance of October 31, 1938 showed that of ten
hundred and thirty-two service companies, the accounts which in 1938
and 1939, at that time we had one hundred and seven companies operating
basis of $554,847.77 and twenty-five customers with aggregate credits of
$23,158.12. The entire one hundred and fifty-two companies reporting
a net debit on the books of $531,689.65. On October 31, 1939 the
identical companies showed as follows: eighty-six companies with aggregate
debits on regular one hundred and seven in 1938 of $460,328.36 and

forty six credits as against twenty five credits in 193[illegible], with an aggregate credit of $77,185.43, showing a total of one hundred and thirty two accounts with a net debit of $362,939.07, or 25% less than the identical accounts for the year previous.

MR. [illegible]: With the same explanation the following figures are submitted from The Downing Company, Inc:

The figures given are the accounts as they appeared on our books on October 31, 1932. One hundred and twenty two debit accounts aggregating $1,090,649.13, 25 credit accounts aggregating $17,205.22, making a total of the same 147 accounts showing a net debit of $1,073,443.91. October 31, 1933: 108 debit accounts aggregating $878,077.79, 39 credits accounts aggregating $57,143.48, making a total of 147 accounts, showing a net debit aggregating $820,934.31, leaving a net reduction during one year of $252,509.60.

I now refer to "Approximate Turpentine production, consumption and stocks, for eleven years ending March 31, from various reports of U. S. Government and Naval Stores Review", appearing on Page 53 of Gamble's Year Book.

Statement entitled"Approximate turpentine production,consumption and stocks, for eleven years ending March 31, from various reports of U. S. Government and Naval Stores Review" received in evidence and marked Exhibit 15.

APPROXIMATE TURPENTINE PRODUCTION, CONSUMPTION AND STOCKS, FOR ELEVEN YEARS ENDING MARCH 31, FROM VARIOUS REPORTS OF U. S. GOVERNMENT AND NAVAL STORES REVIEW

(In Barrels of 50 Gallons. Round figures.)

	1931-32	1930-31	1929-30	1928-29	1927-28
American Stocks Opening Season, April 1.	123,000	127,000	191,000	127,000	83,000
Production Gum Turpentine For Season	500,000	600,000	625,000	560,000	650,000
Production S. D. Wood Turpentine for Season	51,000	76,000	86,000	78,000	77,000
Production D. D. Wood Turpentine for Season	4,600	6,000	8,000	8,000	10,000
Imports of Turpentine for Season	3,400	9,000	8,000	7,000	6,000
Total Supplies for Season	682,000	818,000	846,000	780,000	826,000
American Stocks Close of Season, March 31	133,000	123,000	124,000	119,000	127,000
Movement into Consumptive Channels.	549,000	695,000	722,000	661,000	699,000
Of Which Shipments Foreign...	254,000	327,000	338,000	276,000	330,000
Leaving U. S. Approximate Consumption *	295,000	368,000	384,000	385,000	369,000
Of Which Used by U. S. Mfg. Industries ✗	81,000	101,000	112,000	106,000	117,000
Leaving Used by U. S. Master Painters and Public ✗	214,000	267,000	272,000	279,000	272,000
Average of Savannah Quotations for Season	.38½	.40⅛	.48¾	.51	.52
London Visible Supplies	23,600	46,950	22,900	23,800	43,600
Highest and Lowest Quotations for Season	.59-.30	.51¼-.34¼	.53⅛-.45 3/4	.58⅛-.45	.65-.43¾

* Approximation on estimated 20 percent reduction.

✗ Estimated on same proportions as for 1930-1931.

APPROXIMATE TURPENTINE PRODUCTION, CONSUMPTION AND STOCKS, FOR ELEVEN YEARS ENDING MARCH, 31, FROM VARIOUS REPORTS OF U. S. DEVELOPMENT AND NAVAL STORES REVIEW

(In Barrels of 50 Gallons. Round figures.)

	1926-27	1925-26	1924-25	1923-24	1922-23	1921-22
American Stocks Opening Season April 1	81,000	100,000	106,000	72,000	85,000	143,000
Production Gum Turpentine for Season	510,000	480,000	530,000	565,000	520,000	500,000
Production S. D. Wood Turpentine for Season	70,000	59,000	57,000	43,000	33,000	9,000
Production D. D. Wood Turpentine for Season	9,000	* *	* *	* *	* *	* *
Imports of Turpentine for Season	8,000	6,000	5,000	* *	* *	* *
Total Supplies for Season	676,000	645,000	697,000	680,000	638,000	652,000
American Stocks Close of Season, March 31	83,000	81,000	100,000	106,000	72,000	85,000
Movement into Consumptive Channels	593,000	564,000	597,000	574,000	566,000	567,000
Of Which Shipments Foreign	256,000	227,000	250,000	224,000	170,000	210,000
Leaving U. S. Approximate Consumption	337,000	337,000	347,000	350,000	396,000	357,000
Of Which Used by U. S. Mfg. Indistries	112,000	143,000	135,000	135,000	175,000	* *
Leaving Used by U. S. Master Painters and Public	225,000	194,000	212,000	215,000	221,000	* *
Average of Savannah Quotations for Season	.80 3/4	.96⅛	.82½	.98	.22½	.67
Highest and Lowest Quotations for Season	.96½-60½	1.10¼-83¼	.94½-.75	1.54-.85½	1.59½ -.76½	.88¼-.4½
London Visible Supplies	40,800	30,000	22,700	20,000	15,000	14,500

* Approximation on estimated 20 percent reduction.

† Estimated on same proportions as for 1930-31

From the approximate statement above it will be seen that the apparent consumption of American turpentine (including all kinds) decreased from 722,000 barrels for the year ending March 31, 1930, to 549,000 barrels for the year ending March 31, 1932, a falling off of 173,000 barrels compared with two years ago, or a decrease of 24 percent.

For the year ending March 31, 1931, the approximate movement into consumption was 695,000 barrels, against 549,000 barrels last year, so that compared with the naval stores year of 1930-31 there was a falling off last year in the movement into consumption of 146,000 barrels, or 21 percent.

Taking only the consumption in the United States we find that for the year ending March 31, 1931, the approximate figures were 368,000 barrels, whereas last year, ending March 31, 1932, the consumption in this country was reduced to approximately 295,000 barrels, or a decrease of 20 percent.

Compared with the naval stores year 1929-30, ending March 31, 1930, there was a decrease last year from 384,000 barrels to 295,000 barrels, or 23 percent.

Considering stocks, the American approximate supplies on March 31, 1932, was 133,000 barrels, and the London visible supplies approximately 24,000 barrels, making a total of 157,000 barrels, whereas, at the close of the previous year, ending March 31, 1931, the figures were: stocks in the U. S. 123,000 stocks at London 47,000, a total of 170,000, so that March 31, 1932, there was 13,000 barrels less turpentine in the United States and at London than the year before.

It is generally accepted that the reduction in the American crop for this year, ending March 31, 1933, will be fully 20 percent, or 100,000 barrels, bringing the American crop down to 400,000 barrels.

On the other hand, it is estimated from the current reports that production in France, Spain, Portugal, Greece and Russia will be increased a total of 45,000 barrels which would indicate that the world's total production of turpentine this naval stores year may show an approximate falling off of 55,000 barrels. Russian reports are meager but there is a feeling that the crop there may be increased by five thousand to ten thousand barrels. If the American 1932 production is decreased 25%, as many anticipate, instead of twenty percent, the decrease, in the American crop for 1932 will be 125,000, and the world's production will be decreased this year 80,000 barrels, or an equivalent of over ten percent of the world's entire approximate production for last year, all of which was apparently required and used by the world's necessities. The factor governing the situation is, what will be the world-wide consumption of turpentine in the coming months? At this writing it unquestionably shows somewhat of a tendency to decrease. Consumers generally throughout the world are regarded as meagerly supplied and buying only the most actual nearby requirements.

MR. PETERSON: May I ask you this, with reference to the last statement. What is your experience in the decrease in the net debit balance on your books?

THE WITNESS: The present year has been better than last year.

MR. PETERSON: Have the producers asked for further credit that has been denied or didn't they need it?

THE WITNESS: As a matter of fact, speaking for the Downing Company, our advances to producers last winter were considerably in excess of advances that had been made over a number of years previously, several years previously. Let me get this clear please.

You understand that a naval stores producing business is not an annual or perennial thing but a periodic thing, the business when once launched covers a period of years. Timber is worked from four to seven years depending upon the size of the timber, the markets and labor conditions and so forth. Now, the ideal turpentine location would be one in which substantially the same number of faces are renewed each year. That is, the same number of faces are put in as the faces which exist get too high to work, that would be an ideal location. On account of conditions over which no one has control, that is impossible of practical application. Prior to the current year many operators, in my opinion most operators, had gone during the distressing years of 1931 and 1932, with very little new timber opened up. They had just about out it to rock bottom and they had to have fresh timber supplies and it was necessary for the factors last winter as a consequence, to make decidedly larger advances, I keep forgetting, I am only speaking for the Downing Company. I know that during the fall of 1932 and the winter of 1933 the Downing Company probably put out at least $200,000 and perhaps $250,000 more than we had either in 1931 or in 1930. So that these reductions are quite

striking. Many of these operators have paid back, a goodly proportion of them have paid back the winter advances, which winter advances included a timber investment that is good for at least four years.

MR. PETERSON: Did I understand you to say that a number of the producers were unable to buy shoes for the children but that none of them went hungry?

THE WITNESS: Yes.

MR. PETERSON: Why did they pay back the loans when their children had to go without shoes?

THE WITNESS: Mr. Peterson, it is a custom here to go barefooted. I did, didn't you, Mr. Peterson? If you didn't, you missed something.

MR. SESSIONS: I think it only fair for the record to state that Mr. Peterson was pointing out an apparent inconsistency in your remarks as to the status of the various producers, that is, the extent to which they had suffered. You have brought out that many have gone barefooted, as being an indication of the extent to which they had suffered and we are now taking up the fact that they have been more successful during the last year than the year previous.

THE WITNESS: The statement I made was that the children of laborers went barefooted but that they did not starve.

MR. SESSIONS: As indicating a most unfortunate financial condition that was prevalent.

THE WITNESS: The situation has been distressing, there is no question.

MR. SESSIONS: The inconsistency is that subsequently in your remarks, you observed that the current year had been perhaps more successful than the year previous.

THE WITNESS: Let me read it to you. Perhaps you failed to catch the full significance, or the exact meaning of what I have here.

The paragraph commences "The lot of all engaged in the business, including producers, processors and distributors, has been hard of recent years." I was not speaking of thisyear alone. I think as a matter of fact that during the cold weather that is approaching, if we have any to amount to anything here, there will be many more children going shod this coming winter than did last winter or the winter before that or the winter before that.

MR. SESSIONS: The point is not of course going barefoot that is at issue, I believe you have clarified the point at issue.

THE WITNESS: Yes, you can appreciate that this is rather embarrassing. Mr. Chairman, I do not want to transgress the rules and I understand of course, that we are not interested at this time in discussing the detailed provisions of the agreement.

THE PRESIDING OFFICER: That comes up later at the next stage of the procedure.

THE WITNESS: I don't want to transgress the rules but I would like at this time, I would just like to discuss one of our reasons for opposing any marketing agreement not upon the theory that it is impossible because of course, nothing is impossible, but from the practical standpoint of devising any method of apportionment that would be fair and equitable, and I have to except to the base that is set out in the contract.

The provision with reference to the allotment of quotas is contained in Section 5 of Exhibit B and is as follows: "The Control Committee shall allot to the applicant the percentage of the average production of gum turpentine and gum rosin which the applicant has produced for the last six years (or lesser number of years which the producer may have been in business), which the total amount to be produced, bears to the total average production for the past six years."

Three things enter into the fixing of the quota each producer will be alloted for 1934, as follows:

(a) The average total production of gum turpentine and gum rosin for the last six years.

)b) The quantity of production to be permitted during 1934.

(c) And the average quantity the individual producer has produced during the past six years, that is, from 1927 through 1933, or lesser number of years which the producer may have been in business.

The total gum production for a number of years past will be found in Gamble's Year Book for 1932-33, page 53, I have filed that as an exhibit. The total shown for the past six years is 3,325,000 units, or an average for the six years of 554,167 units.

We have been informed by a member of the committee appointed by the producers at their Valdosta meeting on September 14 that it is generally accepted that the crop for 1934 would be fixed at 400,000 units if the proposed marketing agreement should become effective. Section 6-a of Exhibit B provides: "The Control Committee shall set aside three per cent (3% of the total quantity to be marketed, which three per cent (3%) shall be allotted to new producers".

Deducting the 3 per cent of next year's production that will have to be allotted to new producers and we have 388,000 units as the quantity to be allocated to producers already in business, assuming that 400,000 units will be the amount fixed for the 1934 crop.

388,000 is almost exactly 70 per cent of 554,000 the average for the past six years.

Let us assume that the total production for 1933 will be 475,000 units, which would represent an increase of approximately 22 per cent over last year's crop. If 400,000 units are to be made during 1934, and

if the present year's crop will amount to 475,000, the reduction in the present year's production would be slightly under 20 percent in order to reduce next year's allotment to present producers to 388,000.

Some of the situations, that would be developed by the operation of this plan of allotment would be fantastic. We give a few illustrations taken from actual instances, assuming that the total gum production for 1934 would be fixed at 400,000.

You have got to assume some figure in order to make a comparative illustration.

Producer A has been in business for exactly six years before the present year. His average production for the six years amounted to 2,583 units. Upon the basis of allotment set up he would be entitled to produce and market during 1934 70 per cent of this average, or 1,808 units. To October 30 of the present year he actually had marketed 3,327 units. If his production for the balance of the year can be judged by the average production after October 30 over a number of years, his total production for 1933 will be approximately 4,000 units. On a basis of a 20 per cent reduction in this amount he should be permitted to produce and market next year 3,200 units.

Taking the average on the basis of those years as proposed this particular producer would be reduced from 4,000 to less than 50% of it.

Producer B has been in business four years prior to the present year. His average production for the four years is 763 units. Under the proposed plan he would be entitled to produce and market 534 units during 1934. To October 30 of the present year he had marketed 1,383 units and his probable total crop for the year will be 1,650 units. On a basis of a 20 per cent reduction in this amount he should be permitted to produce and market next year 1,320 units.

And yet on the basis of the allotment as read in the agreement he would be reduced to 534 units.

Producer C has been in business for six years or more. His average production for the past six years has been 465 units. 70 per cent of this amount would be 323. To October 30 last he has marketed 522 units this year and his total production for the year should be about 635 units. If permitted to make this production less 20 per cent his allotment would be 508 units during 1934.

Producer D has been in business for more than six years. His average production for the past six years has been 448 units. 70 per cent of this amount would be 309 units. To October 30 last he has marketed 226 units this year and his total production for the year should be approximately 275 units. By reducing his total production for 1933 by 20 per cent he should be permitted to produce and market 329 units during 1934.

MR. PETERSON: Is that typical of all of the producers, all of the producers of the Downing Company?

THE WITNESS: I had a schedule here of each producer, you anticipate me again. I am going to ask you gentlemen to call off any one at random and I shall check it and we will see how it works out.

MR. PETERSON: I want you to answer the question.

THE WITNESS: I am talking with reference to the first two instances, I took two of our largest producers. I knew both would be adversely affected.

MR. PETERSON; Are the examples you give typical of the majority of producers of your company?

THE WITNESS: These are the only examples I have worked out.

MR. PETERSON: My question was are the examples you give typical of the majority of producers of your company?

would be reduced to 624 units.

Producer C has been in business for six years. His average production for the last six years was 900 units. If the cost of this amount would be $8[illegible]. If current C02 units this plan would save only [illegible] be about 6[illegible] units. It appears to [illegible] cost his company would be $[illegible] with Producer [illegible].

Producer D has been in business for seven [illegible] years. His average production for the past six years was 1[illegible] units. If the cost of this amount would be $[illegible] current C02 units this plan would save only [illegible] be about 6[illegible] units. It appears to [illegible] cost his company would be $[illegible] with Producer [illegible].

MR. [illegible]: It has been a pleasure [illegible] of the problems of the dwindling [illegible]

[illegible]: I am a [illegible] [illegible] multiple [illegible]. I am voting [illegible] one at [illegible] and I would [illegible] [illegible].

MR. [illegible]: I move [illegible] adjourn.

[illegible]: I am [illegible] [illegible] insurance. I [illegible] [illegible] [illegible] adversely affected.

MR. [illegible]: [illegible] majority [illegible]

[illegible]: [illegible]

MR. [illegible] [illegible] majority [illegible]

[illegible]

THE WITNESS: How can I say that if I haven't worked it out.

MR. PETERSON: Then you don't know if they are typical or not, do you?

THE WITNESS: No.

THE PRESIDING OFFICER: I don't believe it is necessary to call them off that way. I don't believe that is necessary Mr. Reese.

THE WITNESS: I will say this if you please, Mr. Chairman, the three instances given show a fearful decrease in production based on the six year basis of allotment over the percentage of reduction that is assumed. One of them shows an increase, I don't believe you will find one in the whole lot that comes out exactly right. It is one way or the other, either an abnormal increase or an abnormal decrease.

THE PRESIDING OFFICER: These were random selections?

THE WITNESS: The two were extreme instances. I knew that they would suffer unduly and that is why I selected them.

MR. PETERSON: Before the end of the hearing can you find out or can you have some one work that out for us on all the producers?

THE WITNESS: Yes, I will be glad to do that. We will work it out for every operator and file it as part of the record. This table shows production for 1932, 1931, 1930, 1929, 1928, 1927, where the producer has been in business as much as six years and where not in business as much as six years for the number of years that he has been in business. It shows his average production for that period of time and shows his production for the current year 1933 up till October 30, 1933.

I might say that these instances could be multiplied indefinitely. Those given are sufficient to show that the plan of allotment proposed would disrupt the present set up of the business distressingly, and bring about chaotic conditions.

I realize that it is extremely difficult to frame any basis of allotment that would work fairly and equitably. That is one of our objections to the proposed plan. Unquestionably objections could be urged to basing production to be allotted for next year upon production for the current year. Producers who have reduced their production materially during the past few years for one reason or another naturally feel that producers who have increased their production are entitled to but little consideration. On the other hand producers who have increased their production have acted in entire good faith and within their rights. Many of them were compelled to do so because their respective operations had fallen below the economic unit of production applicable to their respective cases. This has been discussed.

There is a well defined feeling that some of the larger producers actually expect to increase their production for 1934, if the proposed agreement should go into effect. It is to be hoped that this feature will be fully developed on the hearing.

Certainly there is no reason to go back six years prior to the current year in getting a basis for allotments of 1934 production. The year 1927 was the year of greatest production known in the industry. The year 1929 was the year of next largest production. During these years there was a large production in the Gulf States and most of these locations have been exhausted to a great extent if not entirely. It is our information, for instance, that in Mississippi 1,000 crops were in operation during these years while there are only about 200 crops in operation now. Some of these producers who operated formerly on the Gulf are operating now in Georgia and perhaps Florida. With a crop of 400,000 units authorized, it is assumed that they would expect to get allotments, that would permit them to increase their production as against the production they are making this year and still have allotments to spare.

I realize that it is extremely difficult to frame any basis of allowance that would work fairly and equitably. That is one of the objections to the proposed plan. Theoretically objectors might be urged to tender production to be allotted for next year upon the basis of the normal year. Producers who have enjoyed their production materially during the past few years by reason of conditions materially less than prevailed in the base years have increased their production to the little disadvantage. In the older land producing districts there appears to be no reason why full allowance should not be made for production in their regular operations and failure below the acreage allotment to be considered as an indication of production capacity.

There is a well defined feeling that some of the larger producers would be inclined to increase their production 10%, if the proposed agreement should go into effect. It is to be hoped that this feature will be fully developed at the hearing.

Particular stress is to be laid on the fact that it costs money to get a basis for allowance of 1931 production. The year 1931 was the year of greatest production known in the industry. The year 1932 was the year of next largest production. During these years there was a large production in the Gulf districts not used at these intervals have been abandoned in a great extent of new territory. It is now information, for instance, that in Mississippi 2,000 acres were in operation during these years while there are only about 200 acres in operation. Some of these producers who operated formerly on the Gulf do operations now in Georgia and perhaps Florida. With a base of 410,000 would be authorized, it is assumed that these would amount to not allowance, that would permit them to increase their production or maintain the production they are making this year and will have allowance to operate.

MR. SESSIONS: I don't want to anticipate you but are you going to expand on the economical ill effects of any plan of apportionment?

THE WITNESS: Yes, I should like to.

MR. SESSIONS: I wish you would. If you assume that there is a threat of potential over production and that a stabilizing agency is required or desirable, if you will assume that and assume in order to administer such a plan it would be necessary to make allotment on any basis, please amplify your conclusion that the proposed plan would work unequitably and redound unfavorably to the industry as a whole. Is that clear?

THE WITNESS: Will you repeat that please?

(Question repeated)

THE WITNESS: It is as clear as my mind is in its present state. I have spoken longer today than I have ever before. I wonder if we couldn't recess until the evening hour. I would consider it a personal favor.

(At this point the hearing was adjourned 7 o'clock P. M.)

HEARING RESUMED.

THE PRESIDING OFFICER: Mr. Reese, do you care to proceed and finish your argument?

MR. REESE: Yes sir, thank you.

MR. SESSIONS: I will repeat my question. If you assume that there is at least a potential over production and that it would be desirable to have some stablizing agency with which to fix any basis of allocation that would be equitable, you can conceive a plan changing the status quo that will not work inequities, or can't you?

THE WITNESS: I am not accepting your promise, I am not accepting

that any plan of what you term stabilizing is necessary or desirable, but assuming I am overuled and the decision is different --

MR. SESSIONS: You mean you are opposed to any concerted action on the part of the industry as a whole?

THE WITNESS: I would not go quite that far, Mr. Sessions.

MR. SESSIONS: I want to get your trade's position because that is the crux of this agreement.

THE WITNESS: I think we can get together and make you understand my position if I say that I am opposed to any government regulation.

MR. SESSIONS: Perhaps you will consider a distinction between government regulation which is imposed and a governmental supervision of an agreement voluntarily entered into as among contracting parties.

THE WITNESS: Absolutely, if it is the intention of the Proposed Marketing Agreementto bind only contracting producers, those for whom I speak, have no objection.

MR. SESSIONS: Of course, we can only talk about the agreement before us at the present time and even so that is anticipating the order of procedure, but I would like this point cleared up. Are you opposed to the concerted action of this particular industry under and agreement supplemented by a license?

THE WITNESS: I am, certainly.

MR. SESSIONS: Are you opposed to any concerted action assuming, without deciding, it would be possible to get all of the parties to that agreement voluntarily. I mean is your objection based purely on the theory that you object to the potential threat of a license as applied to some recalcitrant?

THE WITNESS: That enters into it. It is not wholly that by any means. I may say, if you will permit me, that I have never worked harder and more earnestly in my life than I did this past summer to try

to find some basis that I thought was feasible and practical and equitable and fair and I may add, lawful.

MR. SESSIONS: May I interject at the preface of your remarks on this particular thing, we assume that the act we are working under is lawful, is that the collateral issue you are involving?

THE WITNESS: No sir, I didn't mean to interject that, I am trying to observe the rules of the hearing.

MR. SESSIONS: Your remark was, "And also lawful".

THE WITNESS: I am clear in my mind that the proposed agreement is not authorized by the Act. I don't see how this kind of an agreement can be, and when I took that position it was before the White House statement had been issued on November 4th in response to the application of five mid-west Governors who asked for a price fixing program which the President described as a license agreement and he turned it down because among other reasons he stated, I have it in writing here and I cannot use any better language than he did so I will quote it, because he said among other things"these questions are wholly aside from grave problems of legality under existing law and questions as to raising the necessary funds", and it was before Mr. Secretary Wallace one week later on Armistice Day, at Des Moines, Iowa, said, "If the farmers are ready for compulsion, many problems will be greatly simplified. I fear, however, that the loss to our democracy would be irreparable".

MR. SESSIONS: So what?

THE WITNESS: So I say, under the Agricultural Adjustment Act as to a basic or non-basic commodity, there is no authority to coerce a producer. You can contract with a contracting producer, you can make whatever contracts they and the Secretary may agree to, but you cannot force one of them to do something that he is not willing to do under the existing law and I don't base that on constitutional grounds but

on the Act that you gentlemen are administering and I have now the support of the President of the United States and the Secretary of Agriculture which I didn't have when I wrote you in Washington.

MR. SESSIONS: Of course a man has an advantage when he defends his own definition.

THE WITNESS: What is my own definition?

MR. SESSIONS: One that the President was interpreting. I think your point in bringing up the five mid-west Governors is extremely irrelevant to the present discussion. The point I am trying to get at and which you haven't answered yet, is whether or not you favor the cooperative action of an industry looking toward that industry lifting itself by its boot straps and acting as a unit, and I am asking you if you are in favor of that principle.

THE WITNESS: I am not in this instance.

MR. SESSIONS: I would appreciate very much, that is the point we are considering at this time,whether that principle as applied to this industry, is to your way of thinking and the people you represent, the wrong thing to do for the gum naval stores industry.

THE WITNESS: May I read two paragraphs from the November 4th statement?

MR. SESSIONS: I will be very glad to have you do that.

THE WITNESS: These are the first two paragraphs. I beg your pardon, they are the first two paragraphs that I will quote, in part, as follows: "The governors declared their ability in their respective states to put over a program which amounts substantially to the licensing of every plowed field and marketing by a ticket punch system of all grain and live-stock".

You are proposing in this agreement to license every producer by requiring him to apply to a control committe for tage, instead of

a ticket punch system you have tags.

MR. SESSIONS: Are you using the editorial "You"?

THE WITNESS: I beg your pardon, of course I mean the proponents of course.

MR. SESSIONS: That is 55% of the industry is proposing an agreement that you refer to and it is those whom you refer to when you say "you"?

THE WITNESS: Yes, whoever is proposing it. The American Gum Turpentine Farms Association, we will say.

The next paragraph which I will quote is as follows: "Moreover there is still every real question as to whether the highly individualistic farmers of the eastern and southern agricultural areas are willing to submit to complete regimentation as to the time and quantity of sale", as to the time in quantity of sale", which the governors proclaim on behalf of the farmers of the Northwestern states. Mr. Sessions, I may be wool-gathering but it seems to me that there were two things covered in this proposition submitted to the President and the Secretary. The first was the fixing of Price and the second was the fixing of production.

MR. SESSIONS: Obviously, one is not at issue here. There is no price fixing here and I would hardly say that a proposition where by five states would offer or offered a plan of allotting quotas of turnips, hay-seed and blackberries, would be exactly analagous to a plan of the naval stores industry for the marketing of its production.

THE WITNESS: Well, of course, I do not know what authority the five mid-west governors had, whether they had the authority for those whom they presumed to speak for. I take it however, from the President's statement and from the Secretary's address that it was assumed that they did have the authority they purported to have.

MR. SESSIONS: My only point was to demonstrate the irrelevance

of the analogy you had drawn as opposed to the naval stores industry operating as a unit. My original question was whether you had objections to the idea of the industry functioning as a unit.

THE WITNESS: I have no objection to any plan upon which the industry can agree but I have most serious and earnest objection to any plan which involves the forcing or coercing of non-assenting producers.

MR. SESSIONS: And you read in this proposed agreement such a condition?

THE WITNESS: I don't know whether it is there or not. On that point we say we don't know and unless clarified it will probably take court construction to decide and that is one thing we respectfully submit should be done. It should be made clear whether or not the agreement is intended to apply to non-assenting as well as assenting producers.

MR. SESSIONS: Obviously, you read in the section 8,3,with reference to authorizing licenses.

THE WITNESS: Yes, but the proposed contract has studiously avoided any reference to licenses.

MR. SESSIONS: Obviously, there is no great necessity for mentioning in a contract some reference to a licensing power contained in an entirely different section of the Act.

THE WITNESS: I might agree if whoever prepared the agreement had not deemed it necessary to recite the fact that it was prepared under and pursuant to the second sub-division of Section 8. If it is intended to operate under the second and third sub-division of section 8 and if it was necessary to recite sub-division 2 of Section 8, it seems to me that sub-division 3 of Section 8 should have been mentioned.

MR. SESSION: If a license were issued it would be issued pursuant to sub-division 3 of Section 8.

THE WITNESS: Yes, but it is not in the contract.

MR. SESSIONS: Obviously not, because it is a contract and not a license.

THE WITNESS: That may be all right.

MR. SESSIONS: I am not taking any position at all, the point however was raised. Now then, you have referred to a great deal of opposition to any marketing agreement. What form has that opposition to any marketing agreement assumed?

THE WITNESS: Well, I have stated those for whom I am presenting these objections to any marketing agreement.

MR. SESSIONS: Something in excess of 100,000 units?

THE WITNESS: I think the compilation will show approximately 150,000 units of last year's crop. That is out of a total of 390,000 units. It will show the opposition of approximately 600 or more producers and of nine out of thirteen factors engaged in the business, the nine controlling more than half of the factorage business.

MR. SESSIONS: Those 600 producers, did they voluntarily voice their objection to any marketing agreement?

THE WITNESS: I am glad you asked that question because it gives me an opportunity to offer in evidence a copy of a letter sent out by the Downing Company to its producers, the producer customers under date, I think, of November 1st. It may have been the 2nd. Mr. Chairman, in filing this, I am filing a copy that was prepared by me in my office and sent down to the Downing Company's office for transmission in mimeographed form. I should prefer to introduce permanently one of the mimeographed forms, although I don't think any changes were made in this case.

MR. SMITH: If a license were issued at about to issued pursuant to sub-division 2 of section 6.

THE CHAIRMAN: Yes, but it is not in the contract.

MR. SMITH: Certainly not, because it is a contract and not a license.

THE CHAIRMAN: That may be all right.

MR. SMITH: I am not making any position at all, one point however was raised. How then, you have referred to a great deal of opposition to any marketing agreement. Does there not exist opposition to any marketing agreement scheme?

THE CHAIRMAN: Well, I have noted those for whom I am presenting those objections to any marketing agreement.

MR. SMITH: Something in excess of 200,000 units?

THE CHAIRMAN: I think the qualification will show approximately 180,000 units at last year's crop. That is out of a total of 300,000 units. It will show the opposition of approximately 60% or more producers and it also out of thirteen factors engaged in the business, the nine controlling more than half of the tonnage business.

MR. SMITH: Those 60% producers, did they principally raise their objection to any marketing agreement?

THE CHAIRMAN: I am glad you asked that question because it gives me an opportunity to refer to evidence a copy of a letter sent by the Dowling Company to its producers, the producer-growers under date, I think, of September 1st. It may have been the 2nd. Mr. Chairman, in filing this, I am filing a copy that was received by me within one week from the Dowling Company's office for instruction in connection therewith. I should prefer to introduce particularly one of the correspondence items, although I don't think any above made in this case.

THE PRESIDING OFFICER: The mimeographed copy would be the one sent out?

THE WITNESS: Yes. Unfortunately I don't have it here although my file is fearfully voluminous.

THE PRESIDING OFFICER: When can you put that in?

THE WITNESS: Here is one now. (Paper handed to the witness by a member of the audience) No, this is the second letter we sent out. Mr. Chairman, I should like to read this into the record. It is dated Brunswick, Georgia, November 2, 1933 and is on the Downing Company stationery.

I beg your pardon, it was printed instead of mimeographed, I have forgotten. I would like to read it into the record.

(Letter read by Mr. Reese)

In the letter it says Agricultural Adjustment Act where it should have been Agricultural Adjustment Administration, that is a mistake. I might say that a notice appeared in the Jacksonville Journal just before the letter was sent out.

(Letter Dated Brunswick, Georgia, November 2, 1933, Received in Evidence and Marked Exhibit 16)

Exhibit 16

Brunswick, Ga.,
Nov. 2nd, 1933.

TO OUR CUSTOMERS:

Of course, you as well as we are deeply interested in the proposed marketing agreement under the Act of Congress known as the Agricultural Adjustment Act between the Secretary of Agriculture and a corporation with headquarters at Valdosta, Georgia, known as American Turpentine Farmers Association.

We want you to make your own decision as to whether or not you desire to bring about the governmental control of the naval stores industry that is sought by the proposed marketing agreement.

Our President stated at the meeting of the producers held at Valdosta on September 14, 1933, and at a meeting held at Jacksonville the previous week, that this company did not favor the proposed agreement for many reasons and reserved its own right of decision as to its course in the matter. He further stated, howevertthat we had not undertaken to make the decision for our customers and did not expect to do so but it is our intention to leave each of our customers free to decide for himself whether or not he would vote for or against the proposed agreement.

This policy we have pursued without exception. Some of our customers are in favor of the proposed plan of control. Others are against it.

If you are opposed to the proposed plan, we suggest that you sign and return to us the enclosed writing. We will see that your protest is properly presented and registered.

We have been told for the past two weeks or more that a

public hearing with some representative of the Agricultural Adjustment Act in charge will be held at Jacksonville in the near future. Ordinarily at least ten days notice of such a hearing is required, but a news item appeared in the Jacksonville paper one day last week to the effect that in this case an "emergency" hearing would be held upon less than the usual notice of ten days.

We should much prefer for you to attend the hearing in person and vote for yourself. However, it may be that you will not have sufficient notice to do this, and so if you are opposed to the proposed plan it would be a good idea for you to sign and return to us the writing enclosed, whether you expect to attend the public hearing or not. This is the only safe and certain way for you to have your views registered and recorded.

If you do not know the number of units you produced from April 1, 1932 through March 31, 1933, and if you shipped all of your production to us, you may leave the blank in which the number of units is to be filled in and we will fill it in from our own records.

If you sign the enclosed writing please do so in the presence of a Notary Public. If a Notary is not available a Justice of the Peace or Clerk of the Superior Court can witness for your signature.

Where a customer is a corporation the enclosed writing should be signed in the name of the corporation by its President or Vice-President. Where a Customer is a partnership the form should be signed by one or more members.

Very truly yours,

THE DOWNING COMPANY, INC.,
by Geo. T. Rives
Executive Vice-President.

THE WITNESS: As I stated, a notice appeared in the Jacksonville Journal and that was the occasion of sending this letter out.

"We have been told for the past two weeks or more that a public hearing with some representative of the Agricultural Adjustment Act in charge will be held at Jacksonville in the near future. Ordinarily at least ten days notice of such a hearing is required, but a newsitem appeared in the Jacksonville paper one day last week to the effect that in this case an "emergency" hearing would be held upon less than the usual notice of ten days."

THE PRESIDING OFFICER: You recognize of course that that is not the case.

THE WITNESS: Yes, I do and we are very grateful for that, Mr. Chariman.

MR. PETERSON: Was it the intention of the Downing Company by inference, to let the producer know how they felt in regard to the agreement.

THE WITNESS: That was our opinion.

MR. PETERSON: The inference was you were not.

THE WITNESS: The plain statement is we were against it.

MR. PETERSON: And this was sent to 600 producers who were all indebted to you.

THE WITNESS: We don't have that many producers on our books. It was sent out to all of our producers, I think I told you that before.

MR. PETERSON: It was sent to all producers who were in debt to you.

THE WITNESS: It was sent to producers, those in debt to us and those not in debt to us.

MR. PETERSON: And the inference there is that the factor is

MR. STENCIL: As I stated, a hearing requested in the Jackson-
ville Federal case with the consent of counsel vis a vis the letter mail.

You have to call for the next two weeks or less that a public hearing with more representative of the agricultural adjustment may in charge will be held at Jeffersonville in the near future. Ordinarily at least ten days notice of such a hearing is required, but a resolution signed in the Jeffersonville paper one day last week by the editor that in this case an "emergency" hearing would be held upon less than the usual notice of ten days."

MR. PATTERSON: Two resolutions of course that that is not the case.

MR. STENCIL: Yes, I do not be not very grateful for that, Mr. Chairman.

MR. PATTERSON: Can it the interest or the bowling tongue by reference, to let the produce know how they fit in regard to the agreement.

MR. STENCIL: That was our opinion.

MR. PATTERSON: The interest was just so.

MR. STENCIL: The plain statement is no more material is.

MR. PATTERSON: And this was sent to 200 producers who were all indebted to you.

MR. STENCIL: We don't have that many producers on our books. It was sent out to all of our producers, I think I said you that before.

MR. PATTERSON: It was sent to all producers who were in debt to you.

MR. STENCIL: It was sent to producers. There is debt to us and those are in debt to us.

MR. PATTERSON: And the interest there is that the figure is

against it, and about 80% of your producers are in debt to you and you stated you wanted proxies only if they were against it and you would not care to get their proxies if they were in favor of the agreement.

THE WITNESS: No. Is there anything sinister in that?

MR. PETERSON: What method did you use other than this letter, to get these proxies?

THE WITNESS: I wrote another letter that I can show you.

MR. PETERSON: Did you do anything else besides writing letters?

THE WITNESS: I perhaps talked to a half dozen producers who came to the office to talk to me about it, Mr. Peterson.

MR. PETERSON: Did you send cars around with notaries to collect these proxies?

THE WITNESS: No sir, I am not that sort of a man and the Downing Company is not that sort of a company.

MR. PETERSON: And that was not done?

THE WITNESS: That was not done, no sir. We had taken the position that we were going to let the producers decide the question for themselves and we felt bound to give them our advice about it. There is something paternalistic in the relationship between producer and factor, Mr. Peterson perhaps you don't recognize that.

MR. PETERSON: We have recognized that very well.

THE WITNESS: The producer comes to his factor for advice on many things, Mr. Peterson, and in a matter such as this market agreement ----

MR. PETERSON: Did they come to you or did you go to them on this matter?

THE WITNESS: We did not go to their home, no.

MR. PETERSON: But you did write them letters offering advice?

THE WITNESS: I will read the letter Mr. Peterson, it speaks for itself.

"We should much prefer for you to attend the hearing in person and vote for yourself. However, it may be that you will not have sufficient notice to do this. And so if you are opposed to the proposed plan it would be a good idea for you to sign and return to us the writing enclosed, whether you expect to attend the public hearing or not. This is the only safe and certain way for you to have your views registered and recorded".

It must be remembered that at the meeting of producers at Valdosta, there was as large a crowd there on September 14th, I should say a larger crowd than is here tonight, a vote had been taken ---

THE PRESIDING OFFICER: I believe that that letter has already been offered in evidence as an exhibit.

THE WITNESS: Yes sir. I also should like to read into the record, Mr. Chairman, an exemplified copy of a letter sent out in that form (indicating) to our customers under date of November11th, 1933. The contents of it is very largely what I read this afternoon, simply showing what the effect of the proposed allocation of production would be in certain instances.

(LETTER DATED NOVEMBER 11th, 1933, RECEIVED IN EVIDENCE AND MARKED EXHIBIT 17)

EXHIBIT 17

November 11, 1933.

TO OUR CUSTOMERS:

The proposed naval stores marketing agreement as published in the Naval Stores Review of November 11th contains the following provision as Section 3 of Exhibit B:

"The Control Committee shall allot to the applicant the percentage of the average production of gum turpentine and gum rosin which the applicant has produced for the last six years (or lesser number of years which the producer may have been in business), which the total amount to be produced bears to the total average production for the past six years."

Three things enter into the fixing of the quota each producer will be alloted for 1934, as follows:

(a) The average total production of gum turpentine and gum rosin for the last six years.

(b) The quantity of production to be permitted during 1934.

(c) And the average quantity the individual producer has produced during the past six years, that is, from 1927 through 1932.

According to Gamble's Yearbook for 1932-33 (page 53), the total gum production of turpentine in round figures for the five trade years ending March 31, 1932 was as follows:

1927-28	650,000 barrels
1928-29	560,000 "
1929-30	625,000 "
1930-31	600,000 "
1931-32	500,000 "
And the accerted figures for 1932-33 are	390,000 barrels
Making a total of	3,325,000 barrels
Or an average for the six years of	554,167 "

November 13, 1933.

TO OUR CUSTOMERS:

The provisions hereof shall supersede as regards
in the Naval Stores Review of November 11th entitle the following
provisions as Section 3 of Exhibit B:

"The Central Committee shall alter by the following the percentage
of the average production of gum turpentine and gum resin which the
applicants have produced for the last six years (or lesser number of years
which the producer may have been in business), which the total amount
to be produced hence by the total average production for the past
six years."

These things after late the fixing of the years used producer
will be altered for 1934, as follows:

(a) The average total production of gum turpentine and gum
resin for the last six years.

(b) The quantity of production to be permitted during 1934.

(c) and the average quantity the individual producer has pro-
duced during the past six years, when in, form 1927 through 1932.

According to Exhibit's Sections for 1933-32 (page 32), the total
gum production of turpentine is round figures for the five three years
ending March 31, 1933 was as follows:

1927-28	280,000	barrels
1928-29	280,000	"
1929-30	280,000	"
1930-31	280,000	"
1932-33	280,000	"

And the average figures for
1928-33 are ..... 280,000 barrels

making a total of ..... 1,280,000 barrels

or an average for the six years of 224,320 "

I have been told by a member of theproducers committee that it is generally accepted that the crop for 1934 would be fixed at 400,000 barrels if the proposed marketing agreement should become effective. Section 6-a of Exhibit B provides:

"The Control Committee shall set aside three percent (3%) of the total quantity to be marketed, which three percent (3%) shall be allotted to new producers."

Deducting the 3 per cent of next year's production that will have to be allotted to new producers and we have 388,000 barrels as the quantity to be allocated to producers already in business, assuming that 400,000 barrels will be the amount fixed for the 1934 crops.

388,000 is almost exactly 70 per cent of 554,000 the average for the past six years.

Let us assume that the total production for 1933 will be 475,000 barrels. This would represent an increase of approximately 22 per cent over last year's crop. If 400,000 barrels are to be made during 1934, and if the present year's crop will amount to 475,000, the reduction in the present year's production would be slightly under 16 per cent in order to reduce next year's crop to 400,000.

The average producer is quite likely to think that the basis of his reduction for 1934 would be not greater than the percentage by which the present year's crop is to be reduced. If a producer is making 500 barrels this year, upon the basis of 16 per cent reduction he would be permitted to make 420 barrels during 1934.

But that is not the way the plan will work out. The producer who is making 500 barrels this year, and who has been in business for six years past, may have averaged 550 barrels during that period. So instead of giving him the right to produce and market during 1934 the

quantity he is making this year (say 500 barrels) less 16 per cent or 420 barrels, his quota would be fixed at 550 barrels less 30 per cent, which would amount to 385 barrels.

We have checked over shipments received by us from regular customers for the period fixed by the proposed agreement. The results are startling in some instances. One producer will have to give up two-thirds of his current year's production, another about 60 per cent another about fifty per cent and a number of others small percentages, if the proposed marketing agreement should be put into effect.

There is a very striking parable about the man who failed to count the cost. Producers generally especially smaller producers, would do well to count the cost before they enter into the proposed agreement. It could turn out to be a great disappointment.

Very truly yours,

THE DOWNING COMPANY, INC.,

GEORGE T. RIVES, Executive Vice-Pres.

MR. PETERSON: Mr. Reese, in that connection will you read that telegram (telegram handed to Mr. Reese) and tell me if it was sent out by your company. Please read it and put it into the record.

THE WITNESS: Yes.(Witness looks at telegram) I presume it was sent out as it is signed by the name of our Vice President.

"If you are opposed to proposed marketing agreement and do not contemplate attending meeting called Jacksonville Monday next would very much appreciate your signing proxy enclosed our letter November second and return to us promptly so that you will be registered in opposition thereto. Not trying to influence you if you favor this proposed marketing agreement. Strongly urge you registering disapproval. However, if you do not favor it please advise us.

THE DOWNING CO. INC. C. P. DUSENBURY."

Mr. Dusenbury is a Vice President of The Downing Company.

In view of the turn these questions have taken, so far as I know or have an reason to believe the Downing Company, Inc. has not undertaken to influence one of its customers in making his own decision about this proposed marketing agreement, and so far as I know, nobody connected with the company has undertaken to do so. If anyone acted for the company in undertaking to do so it has been against my own specific instructions to the contrary.

THE PRESIDING OFFICER: Mr. Reese, I think that my decision would be that you have a perfect right to say what you want to in voicing your opinion of it. That is perfectly all right, the only question that came up was whether or not that opinion was made to someone over whom possibly you had some control. I think that was the idea intended to be brought out.

THE WITNESS: I think if you will read the writings, we have

sent out, and the last telegram read into the record, you will see that we have been punctilious, perhaps have gone to an extreme length to avoid the appearance of undertaking to control the opinions of our own operators. We have producers who are indebted to us, who are largely indebted to us, who are in favor of the proposed marketing agreement.

I want to make one exception to the statement I made just now. One producer, producer "B", about whom I read from the statement this afternoon, came to my office on Saturday morning, a week ago. We had a two hour conference about the matter. I told him that the proposed agreement would seriously affect his situation. I thought he would make a great mistake to approve it. That is the only producer that I have undertaken in any way to advise to that extent and I did that upon a visit by him to my office that was voluntary on his part and not because he was requested to come there.

I will read now commencing with the section marked 2 on page 30 under the title "The Plan Proposed is not Practical or Feasible".

I resume now, Mr. Chairman, the discussion of the question of whether or not any marketing agreement ought to be entered into.

It is easy enough to talk about balancing production with consumption, but it is quite another thing to devise any practical and feasible plan for so doing with respect to any given commodity. It is especially hard to do so with respect to gum turpentine and gum rosin. They are not annual crops. Growing trees cannot be plowed up in July to keep them from yielding a harvest in September, as cotton can.

Turpentine producing trees are worked from four to seven years depending upon various things, such as the size of the tree,

market conditions, labor conditions, etc.

The length of the producing season depends upon weather conditions. A mild winter followed by an early spring naturally results in an early commencement of the producing season, and a late fall means a longer continuation of it. Periods of excessive rain during the producing season tend to reduce the crop. A long hot summer, broken by frequent or even occasional showers, is ideal for production. A mild summer with heavy rains will decrease production appreciably.

When we talk about controlling production, therefore, we are talking about a thing into which many unknown quantities enter. When we talk about balancing production with consumption we are talking about two things in which many unknown quantities enter.

It is to be doubted if a Control Committee composed of the wisest men available, meeting in the fall of 1931, would have decided upon production as low as 390,000 units for the year 1932. Yet that is the crop that was made and the lowest level of prices for thirty years or more prevailed during 1932.

The production of gum turpentine and gum rosin cannot be controlled like the manufacture of lumber, or the manufacture of wood turpentine and wood rosin. When a turpentine farmer once acquires the right to work timber, hangs his cups in the timber and does the winter work that ought to be done, he has already expended a large part of his production cost.

A manufacturer has his problems in arranging to close down his plant and in permitting his organization to become disrupted. But the manufacturer can curtail production, and when conditions grow better can enlarge it again, upon much shorter notice than the turpentine farmer can.

Again, there is a unit of efficient operation of a turpentine

farm below which a producer may not go without substantially increasing his cost of production. This unit may vary widely, depending upon the producer's timber and plant investment, his interest and tax burdens, his labor organization and other elements. With one producer the unit may be ten crops with an average production of 450 units, with another it may be twenty five crops with an average production of 1,100 units, with another it may be fifty crops with an average production of 2,400 units. The point here is that even if a fair and equitable system of reduction could be made effective, and even if the Control Committee contemplated could work with the precision of a Swiss watch and the gift of prescience, and an increase of prices should be brought about satisfactory to a majority of producers, there still would be a minority of producers who would be disadvantageously affected because their production would have to be reduced to such a point that their cost of production would be substantially increased.

MR. SESSION: You are talking now about the number of variables that would enter any possible base of allocation for quotas?

THE WITNESS: Yes.

MR. SESSIONS: And you make the point that even with all of the variable conditions contemplated inequities would obtain in individual cases?

THE WITNESS: Yes.

MR. SESSIONS: Can you tell us, knowing nothing about the naval stores industry, I can imagine two producers working the same number of trees might not necessarily be affected alike by the same allotment because some might be more widely scattered than others. Is that what you mean?

THE WITNESS: That might enter.

MR. SESSIONS: Is that the unpredictable variable?

THE WITNESS: It is not an unpredictable variable if you know the tree locations.

MR. SESSIONS: But it would be a hard thing to contemplate in fixing an allocation.

THE WITNESS: I don't believe that that would seriously interfere with allocation.

MR. SESSIONS: How about the proximity of various producers to railway stations or ports or points of departure, freight rate differentials and so on.

THE WITNESS: Of course that helps the producer who has a disadvantageous freight rate. A producer twenty five miles from points of delivery naturally enjoys a better transportation cost than a producer one hundred and fifty miles from point of delivery. At the same time, I don't think that would enter seriously. It enters into the cost of production, you understand.

MR. SESSIONS: Yes, I understood you were making a point of the different costs of production which would be difficult to fit into a preconceived basis of allocation and I was trying to find out what you had in mind.

THE WITNESS: I was trying to point out that there are so many elements that enter into productiam itself, the capacity of production.

MR. SESSIONS: The size of the tree?

THE WITNESS: No, I mean weather conditions for one thing. I mean labor conditions for another thing. I mean fires. I noticed in the Jacksonville Times Union this morning that forest fires were already reaching around Gainesville.

MR. PETERSON: But you as a factor make loans to the producer and those same unknown quantities are now prevalent and still you are able to

give them a definite line of credit, isn't that so?

THE WITNESS: Yes, and some years we suffer too.

MR. PETERSON: These conditions are prevalent now?

THE WITNESS: Yes, and another thing about it is I think that 1931 was the year of the greatest production for a given piece of timber that has ever been known.

I know that at the place in which I am personally interested in 1931 we made a production out there of 52 barrels to the crop, a production the year before of 43 or 44 barrels. Now this year has been another ideal year for production. I read this afternoon a statement that the per crop production on eight different places that I happen to have a record of, showed approximately a 25% increase in 1933 over 1932. That is something that you cannot gauge, gentlemen. Now, if you have a cotton crop and if you have a fair season you know whether that land that you are growing your cotton on is a half acre land or an acre land or something else. If you have a ruinous season you lose money, if you have an unusual season you may make slightly more than a half bale to the acre, I should have said. If it is a bale to the acre cotton land and you have an unduly good season you make slightly more than a bale to the acre, but the point is you know approximately what the land will produce under average conditions. The turpentine business is not of that sort. I should say nearly half of the increased production in 1933 over 1932 is due to better producing weather conditions in 1933 than prevailed in 1932.

MR. PETERSON: I am very much interested in what you said about the difficulty in being able to predict what a cotton crop will be. Don't the same variables effect the one as the other.

THE WITNESS: No.

MR. PETERSON: What unknown variable effects turpentine that would not effect the cotton crop?

THE WITNESS: Fires. I have never heard of a cotton crop destroyed by fire. If it happens, it is unusual. Storms are more damage to turpentine trees than to cotton unless it comes when the cotton is in full bloom or the ball is open and then this is true about cotton, I was raised in a cotton country until I was twenty years old. I have known it to happen in a cotton country that a late spring, a late summer and a late Indian season would make a better crop than under normal conditions. In the turpentine business the same thing would account for decreased production unless the next fall and winter is wide open and the stuff continues abnormally late.

MR. PETERSON: That is not an unknown variable then.

THE WITNESS: I don't understand you.

MR. PETERSON: You said that if there was a late spring there would be a later summer, that would not be an unknown variable then, would it?

THE PRESIDING OFFICER: We all know that crops will vary with the season. We don't have to go into this.

MR. SESSIONS: Can you think of any variable which enters into turpentine operation aside from weather and an act of God, I want this for the purpose of the record.

THE WITNESS: For instance a man has a location nearing exhaustion and yet he cannot lease new timber and he has no timber available. In order to try to maintain the standard of his place he will go to the man whose trees he has been working and the face is high and should not be worked any longer, but in order to maintain the standard of his place, he will release these faces for another year and work them way up the tree where it is unprofitable. That is one of the things.

MR. SESSIONS: Then the relative cost of production would be much more?

THE WITNESS: The relative cost compared to what he get out of the high face. That high face does not produce what it would if it were lower on the tree. Foreign production is another element that must be considered. More than half of the American crop must be sold in foreign markets. A plan such as proposed cannot be hid any more than a light on a hill and it ought not to be. But in giving the publicity that is absolutely necessary to such a plan not only are those at interest in this country informed about it, but the whole world is notified. Our information is that there are vast untouched potential sources of production in Russia, and some in Portugal and perhaps other European countries.

Some of you gentlemen probably know much more about that, Mr. Delahanty particularly, than I do. Since the adjournment this afternoon a gentleman who is informed on such matters, told me that France has a lot of substantial timber that might be placed in production if a situation is created that makes it attractive for them to increase their production.

MR. SESSIONS: To your knowledge, are the foreign operations in the naval stores industry at this time, more or less gauged to the existing consumptive demand? That is, are there large stocks on hand in foreign countries at the present time?

THE WITNESS: My information has always been that the production in France so far as croppage is concerned is practically static.

MR. SESSIONS: You mean what?

THE WITNESS: The same year after year. My understanding is that under the French method a pine tree is worked indefinitely for naval stores product. They pass down from father to son as one of the most precious heritages of the French people, so it is my impression so far as France and some of the other foreign countries are concerned

there is not much chance for increased croppage. Of course the same thing, favorable weather conditions this year as against unfavorable weather conditions of last year would make for increased production.

MR. SESSIONS: You are talking now about the threat of foreign production, of this potential unknown supply of foreign products. How long does it take to open up a turpentine operation and get it on a paying basis so it would have an appreciable effect on the market.

THE WITNESS: On that point my information is that the season in Russia, the turpentine belt is around the Baltic sea and the season is about three weeks later than it is in this country. The ideal thing to do, if you are going to produce turpentine for delivery next year, is to put the cup on this year but the cups in America are hung as late as March and you can put a large gang of men in a given forest and you can hang them very fast if you are working against time. It depends on the number of men you put on the job as to how long it takes. Now, the trees hung in America will not produce as much as if they had been hung in November but they will produce and pretty well too.

MR. SESSIONS: Now, I am trying to crystallize if I can, the extent of the threat of foreign production. I will take this position and you correct me if I am wrong, that it would take approximately two years for production which would begin after the effective date of this agreement assuming the agreement were to be signed and executed, that at the earliest possible date there would be a lapse of two years before the so-called foreign production would have any marked effect on the market.

THE WITNESS: I would say that is misinformation and not information. You are wrong about that because they could increase their production by increasing croppage and the production would start next summer.

MR. SESSIONS: And it would take how long for the additional croppage to be gathered up and marketed?

THE WITNESS: Next summer.

MR. SESSIONS: They could hang the cups in March and start distilling in July?

THE WITNESS: Before that, in June.

MR. SESSIONS: You mean that there would only have to elapse a period of time from March to June when they begin distilling?

THE WITNESS: That would be my idea of it. I know in this country we commence - unless conditions over there are different, I only know what I have heard but I imagine that the pine tree that will produce turpentine is pretty much the same all over and here we can hang them March 15th or even April 1st.

MR. SESSIONS: And would they have to be virgin faces?

THE WITNESS: Yes, I have known a producer to hang cups in July.

MR. PETERSON: Mr. Reese, in connection with possible foreign competition, could people produce turpentine and sell it here at the present value of our dollars in terms of the present currency?

THE WITNESS: We are exporters, we have got to ship half of our crop across the waters to find a market for it. A small amount is imported here for some reason, but it is insignificant.

MR. SESSIONS: While we are on the topic I understand that Mr. Benedict is in the audience and he has had considerable experience on foreign production of naval stores and I wonder if it would be relevant for him to make remarks on that point now, or later at your convenience.

THE WITNESS: I would be glad if you call him.

MR. SESSIONS: I think at this point it is extremely relevant.

R. E. BENEDICT, of the Brunswick Turpentine Company, being duly sworn by Ammon McClellan Chief Hearing Clerk, Agricultural Adjustment Administration testified as follows:

I might say that the Brunswick Peninsular Company is the owner of the land the Brunswick Turpentine Company is the Turpentine Operating Company.

MR. SESSIONS: Mr. Benedict, the question we have been discussing is the potentiality of foreign production of naval stores. I wonder if you would have any off-hand information to give, first of all as to the possible stocks on hand in foreign countries producing naval stores at the present time.

THE WITNESS: I just have knowledge of the conditions in France where I was for two years located in the turpentine region and I can confirm what Mr. Reese has stated in regard to the production being static. All of their forests are on a sustained annual yield and an owner would have to be tempted by very high prices to break the rule and increase it beyond the sustained annual yield principle. That is all I can say in regard to France. In regard to the other countries my information comes from Mr. Speh.

THE PRESIDING OFFICER: Do they have any method of government control, does the government suggest as to what they shall put in production or not?

THE WITNESS: No, the American crop controls the price in France, that is a general statement only. I haven't the statistics but the stocks in Europe are American stocks and the statisticians here can give you more information on that than I can.

MR. SESSIONS: Would you care to venture an opinion as to the length of time before an increased croppage in foreign countries would be felt on the market.

THE WITNESS: This is a pure guess, but France might increase

H. R. MCCARTHY, of the Associated Press Staff, Testing
Duty Rooms by Means Installing Their Service
Clubs, Accompanied Mr. Stevenson Substantively
testified as Follows:

I might say that the Democratic Publication Company is the owner of the land for Democratic Purposes Company is the Corporation Operating Company.

MR. CHAIRMAN: Mr. Donnelly, the question we have discussing is the potentiality of Soviet propaganda of moral stress. I wonder if you would have any all-round information to give, first of all in the Pacific areas on hand in Trieste concerning general opinion at the present time.

THE CHAIRMAN: I just have knowledge of the conditions in Trieste where I was for two years located in the Government period and I was cognizant what Mr. Byrne has replied in regard to the propaganda being waste. All of their figures are on a confined central field and no owner would have to be tempted by very high prices to break his rule and increase it beyond the mentioned normal yield potentials. That is all I can say in regard to Trieste. In regard to the other countries my information comes in. That.

THE CHAIRMAN (ACTING): Do they have any method of Government ownership, does the government suggest to us what they study pro in Yugoslavia or not?

THE CHAIRMAN: No, the Americans only monopolize the price in Trieste. That is a general statement only. I haven't the statistics but the claims in Europe are incredible and the statistics here are fifty per cent information on that than I can.

MR. KOHLBERG: Would you care to venture an opinion as to the length of time before an increased emphasis in foreign countries would be felt on the market.

THE CHAIRMAN: This is a pure guess, but Trieste might become

its croppage under the temptation of high prices to the extent of 10%. If the Portugese people are like the French, it would take a year before they put in a crop, that is just my opinion I know the French work slowly but surely and by analogy I think the Portugese would act the same way.

MR. SESSIONS: It is hard to answer a hypothetical question but, assuming the French producer should act as one man one month from any given date, how long a time from the time that they began to get into action, would elapse before there would be some effect felt on the market by the additional production, is my question clear?

THE PRESIDING OFFICER: How long would it take to get them into action if they wanted to do it?

THE WITNESS: They could hang this year's crop, no question about that if conditions are right. The climatic conditions, the season there is probably a month or two shorter than our season here but they begin chipping in March, the same as we.

MR. SESSIONS: In one year's time do you think it would be possible to produce 10% more?

THE WITNESS: If they threw aside all their principles of farm management they undoubtedly could increase their croppage.

MR. SESSIONS: 10%?

THE WITNESS: More, but it would be against their principles. Their farm is absolutely under control ----

MR. SESSIONS: Under personal control

THE WITNESS: Mr. Austin Cary has been in France as a representative of the United States Forest Service and he can give you more information on this than I can. I want to say that the face or life bark is available but it is my judgment you could not get the Frenchmen to break the rule.

MR. SESSIONS: You mean the extreme conservatism of the Frenchmen would mitigate against a marked increase in production immediately?

THE WITNESS: Yes, I do.

MR. SESSIONS: Do you think for instance, the realization that this is an emergency measure would have any bearing on the likelihood of increasing production?

THE WITNESS: I know that they do get the lowest price for gum because of the effect of the exchange, they are in worse condition than we are.

MR. SESSIONS: I mean this point, that naturally the agreement would last only for the duration of the emergency.

THE WITNESS: You asked for my opinion and I don't think there is any chance of the French people increasing over 10%, with the weather may be 10% more, but from what I know of them they would not increase their croppage more than 10%. Of course that is a pure opinion.

THE PRESIDING OFFICER: Does Mr. Cary care to get into this discussion?

MR. PETERSON: Mr. Benedict, do you know about what the total production in France is?

THE WITNESS: I think about one-fourth of what it is in the United States.

THE PRESIDING OFFICER: That information can be obtained from statistics I believe better than from a guess.

MR. PETERSON: Than an increase of 10% would be a small increase as compared with our croppage?

THE WITNESS: Oh yes.

AUSTIN CARY; of the United States Forest Service, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Gentlemen, my opinion about this matter is not at all accurate or up to date. As Mr. Benedict said, I was in France five weeks in 1925 and learned all that I could about that industry, especially on the technical side. Mr. Benedict has given you a correct idea about the conservatism of

their business, they tend to operate on a steady volume each year, more than we do and for stricter reasons because the forest are strictly limited and they are renewing what is worked out by growth, constantly.

At that though, they could increase their crop by ten per cent without difficulty and weather conditions might easily add another ten per cent.

My information is not exact on the matter but my general opinion would be those figures are about right.

I understand there are some forest areas in France that are not now worked because the timber is of inferior yielding capacity and of course with high enough prices you could tempt them and they could work a greater volume but that seems rather an improbable thing. The second question about coming into production. As far as I understand their practice, they could hang cups in January and they would be producing by May on the market.

THE RESIDING OFFICER: That ten percent could take effect that quick?

THE WITNESS: Yes.

DR. VEITCH: Could begin to take effect?

MR. SESSIONS: To what extent do you think a ten per cent increase coming in from France would effect the world market price? That effect would be quite gradual for one thing, would it not?

THE WITNESS: You are going into a subject on which other men can testify better than myself. You brought me up on a technical point and I have given you the best information I could.

MR. REESE: I would like to have them give information about other foreign countries than France. As I said the production in France is static but perhaps they know something about the potential production of

their business, they tend to operate on a steady volume each year.

more than we do not for private reasons because the farmers are

strictly limited and they are receiving what is wanted not by quota,

sometimes.

At that though, they could increase their crop by two cars

without difficulty and weather conditions might easily cut anywhere two

car cars.

My information is not exact on the matter but my general opinion

would be those figures are about right.

I understand there are some farmers areas in France that are not

now using because the timber is of inferior rigidity economically and at

course at 60 high enough prices you could keep them and they could meet

a greater volume but that seems rather an improbable thing. The second

question about coming into production. As far as I understand their

promise, they could have cars in January and they would be producing

by May or the middle.

THE CHAIRMAN: That has caused would take effect that

night?

THE WITNESS: Yes.

MR. WILSON: Could begin to take effect?

MR. CHAIRMAN: To what extent do you think a ton per cent increase

coming in from France would affect the world market price? That effect

would be quite gradual for one thing, would it not?

THE WITNESS: You are going into a subject on which other men

can hardly better than myself. You brought me up on a technical point

and I have given you the best information I could.

MR. CHAIRMAN: I would like to have them give information about their

foreign currencies when France. As I said the production in France is

static but perhaps they have something about the physical production of

of Russia and Portugal.

THE WITNESS: No sir.

ALEX E. SESSOMS, Representing the Timber Products Company, Mrs. Edna F. Sessoms and the Union Naval Stores Company, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Administration, testified as follows:

THE WITNESS: I would like to testify as to the potentiality of production in Mexico where I lived for a year and a half. I visited the timber there. I was also a member of a commission sent to France and Spain in 1925 to study conditions there but I will confine my remarks to Mexico as others have testified already as to France and Spain.

There is a strip of timber running from Chihuahua to Mexico City. The timber in Mexico has to be located at an elevation of about eight thousand feet because the rain fall on the lower altitudes is insufficient to grow timber but at that altitude it grows and is located on the top of the mountain ranges which extend all the way down the coast, probably a distance of 15 hundred miles. I haven't covered all of that territory and I don't know how many trees there are but I know there is a lot of timber in Mexico that could make turpentine. I looked at one tract that we figured we could put one thousand crops on and if I had the money available I could go to Mexico any time between now andFebruary 1st and with less money than it would require to put up a crop of cups in Mexico I could work it for a less cost and put it on the market in competition with the naval stores produced in this country. Of course it is not probably that a great amount would be put on the market but it is practical and feasible if you have the inclination and have money you could have five hundred crops in operation next season. The timber is there and it will run gum. My father before me went there but he didn't think it would run gum but a man from Georgia and one from

Michigan, when it went to $2.30 they went into the turpentine business and they made lots of it. The timber is there and is available and will make turpentine if the people will go there and make it.

THE PRESIDINT OFFICER: Are the trees long leaf or slash or something else.

THE WITNESS: I don't know. I am not enough of a forester to know the types or the names of trees. The trees differ from the long leaf or slash, some look like long leaf and some look like slash, and are not the maritime pine of France but it makes turpentine.

THE PRESIDING OFFICER: How much is worked at the present time in Mexico?

THE WITNESS: About one hundred and twenty five crops, I understand. I go to El Paso Texas and I keep in touch with the people there who are in touch with the operations and that is what I understand.

DR. VEITCH: What is the yield, how many barrels?

THE WITNESS: When I was there and went out into the operation there was a man who was there in January to begin his operations. He did not take any turpentine labor with him but he had to use Mexicans who knew nothing about the operation and he had to educate them as best he could. He couldn't speak Spanish and he produced under handicap forty crops that year.

DR. VEITCH: Forty barrels?

THE WITNESS: Something over that and I saw him the following summer and he had his crew organized and he said he expected to make that year sixty barrels.

MR. SESSIONS: As a practical matter it would take two years or more to train Mexicans to operate those turpentine operations, would it not?

THE WITNESS: Absolutely not, you can do it in one year.

Michigan, even if much is $6.00 they must look the territories business and they made lots of it. The timber is there and is available and will make everything if the people will go there and make it.

MR. PRESIDENT (WATSON): Is the Chair just hard of hearing or is something else.

THE CHAIR: I didn't know. I am not aware of a Committee in the House on the matter of taxes. The House Office from the Long Island or Albany, some item like that may have just gone like that, and are not the matter give of Census but it makes corporation.

THE CHAIR: Roll call is ordered as the previous item is declared.

THE CLERK: Abbey yes Bradley yes Conway Ely aye. I understand I go to Mr. Thomas and I beg to break with the people those who are in touch with the operations and that is what I understand.

MR. WILSON: What is the vote, Jay many Secretary

THE CLERK: Then I was there and went out into the operation there was a man who was there in January to begin his operations. He did not take any interesting items with him but he had to see Mariners who knew anything about the operation and he had to educate them as best he could. He wouldn't speak Spanish and be replaced under Bradley Terry Cruse last year.

MR. WILSON: Terry Hungerford

THE CHAIR: Something over that and I see the following names and he had the case originated and he will be expected to make them pay sixty Dollars.

MR. BRADLEY: As a practical matter it would take two years or more to train Mariners to operate these telephone operations, saving it may

THE CHAIR: Absolutely not, you can do it in one year.

MR. SESSIONS: And you say this man anticipates better success the second season?

THE WITNESS: Yes, he was going to learn the Spanish language. He was going to become accustomed to the country. When he started he thought he would make turpentine there like here. He bought wagons and began to haul the gum. He hauled three barrels of gum but finally when the Mexican got the idea of what he wanted him to do why he said "We can do it better" and they got their burros and they made small cans that held one-eighth of a barrel and than a peon took eight barrels and went though the woods where you couldn't even go through with a wagon and then they collected those cans and they had half a gallon a burro and he would come in with four barrels of gum whereas the man who started the operation found it cost him two or three times as much with a wagon. The second year his operation increased because he learned the customs of the country and learned how to work there. The Mexican is very apt and takes hold in a few weeks very easy and it will be no trouble at all to learn your labor.

MR. SESSIONS: How long a time before the threat of Mexican production will become very real?

THE WITNESS: Well, it depends on how profitable it would be. I know folks who are figuring on it now, it depends on the price of turpentine. If we knew the price of turpentine was going up 75 cents next summer I think you can figure on three hundred or four hundred going into Mexico but we don't know and money is hard to get and you don't know how many crops there will be and it is a problem for you to make a guess on.

MR. SPARHAWK: Do you have any information on Central America, the Spanish Honduras?

THE WITNESS: I am told there are some south of Mexico City and good quantities of pine in Santo Domingo.

MR. SESSIONS: Is it true that the production in that territory

MR. FRANKLIN: And you say this can originate better ventures

the second element

THE CITIZEN: Yes, he was going to learn the Spanish language. He

was going to become established in the country. Then he started in through

the world trade corporation that line here. In twenty months and began to

hand the gun. He handed three barrels of gun but finally when the Indians

met the time of what he wanted him to do why he said "We see if it rotten"

and they put their knives and they made small cuts that held one-eighth

of a barrel and then a year took eight barrels and went through the woods

where you couldn't even go through with a wagon and then they collected

those guns and they had half a gallon a barrel and he would come in with

four barrels of gun whereas the man who started the operation found it

only ten or three times as much with a wagon. The second year his

operation increased because he learned the customs of the country and

learned how to work there. The Mexican is very shy and takes hold in

a few weeks very easy and it will be no trouble at all to learn your labor.

MR. FRANKLIN: How long a time before the future of Mexican pro-

duction will become very real?

THE CITIZEN: Well, it depends on how profitable it would be. I

know today the are flocking to it now, it depends on the price of turpen-

tine. If we knew the price of turpentine was going up 25 cents next

summer I think you can figure on three hundred or four hundred going into

Mexico but we don't know and money is hard to get and you don't know how

many crops there will be and it is a problem for you to make a guess on.

MR. FRANKLIN: Do you have any information on Central America,

the Spanish Peninsula?

THE CITIZEN: I am told there are some parts of Mexico City and

good qualities of pine in Santo Domingo.

MR. FRANKLIN: Is it true that the production in that country

Is mostly experimental at this time?

THE WITNESS: No, it is not. The operation there is purely on a commercial basis. I visited there in 1922 or 1923 and at that time there was something like fifty crops in operation, now there is about one hundred and twenty five crops in operation. It is not experimental, it is crude on account of transportation difficulties and people haven't the cash there and then turpentine operation had not been highly profitable in this country of late years.

MR. SESSIONS: Are you familiar with the potential production in other foreign countries than Mexico?

THE WITNESS: I visited France with the commission for six weeks studying their conditions and also Spain.

MR. SESSIONS: What about Spanish production?

THE WITNESS: As Dr. Cary and Mr. Benedict testified about France, that would be the same with Spain, their timber territory is very limited and their management of forests contemplates the most profitable and beneficial use of trees from the start until the harvest, they have a definite plan of working trees continuously until harvested as a crop and the price would probably have to be very tempting to induce these timber owners to operate their forests so as to increase production.

MR. SESSIONS; Are you familiar with Russian conditions?

THE WITNESS: No

MR. SESSIONS: This is problematical, but knowing that this proposed marketing agreement is an emergency measure which could not last longer than the duration of the emergency, do you think as a practical matter you would ever be tempted to go down and open vast production areas of timber in Mexico, on that supposition?

THE WITNESS: Please state that again?

MR. SESSIONS: Knowing that this proposed marketing agreement is an emergency measure which cannot last longer than the duration of the emergency, do you think as a practical matter you would ever be tempted to go down and open vast timber tracts in Mexico, on that supposition?

THE WITNESS: Mr. Sessions, how can I answer what I would do if I had enough money. If I had enough money to do that I don't know what I would do with it.

MR. SESSIONS: I assumed you would know because you ventured an opinion on the subject.

THE WITNESS: I said it could be done, and was practical. It is both possible and practical.

MR. SESSIONS: It is practical?

THE WITNESS: Yes.

MR. SESSIONS: Even in the face of the fact that as an emergency measure it would not last any longer than the duration of the emergency?

THE WITNESS: What I mean by practical would not cover that. Practical means the possibility of doing it. Whether it would be advisable, is that what you mean, whether it would be advisable, from a financial standpoint would it be advisable?

MR. SISSIONS: Yes, that is it. We have an emergency act, the proponents of this agreement advanced this agreement as an emergency agreement justified to last only for the duration of the emergency. Knowing that would you be tempted or do you think it advisable to go down and open up production tracts in Mexico?

THE WITNESS: Yes sir, I would, but I would explain that by saying that it would be profitable whether we had this act or not because timber is much cheaper and labor is much cheaper, that much would be profitable. You can operate there at a profit where you would operate at a loss here, and with this marketing agreement and raised prices, of course, it would be that much more profitable and I think I would be tempted to join someone and do it.

MR. PETERSON: Have you recommended that to anyone here in America?

THE WITNESS: Yes.

MR. PETERSON: Have any of those to whom you recommended the plan done it?

THE WITNESS: I don't know where any of the people I recommended it to did, but I know some people have done it.

PRESIDING OFFICER: Thank you.

MR. REESE: I believe Mr. A. S. Carr of Savannah also has a knowledge of foreign production.

PRESIDING OFFICER: We would like to hear from him.

A. S. CARR, of Savannah, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE PRESIDING OFFICER: Can you add anything to what has been stated regarding the production in foreign countries and if so what countries are you familiar with?

THE WITNESS: I was on the commission that visited France in 1925 of which Mr. Beasons just spoke about. I went through France and Spain and saw the turpentine woods, I spent six weeks there and my idea of it is the same as that already given you. I believe that they could increase ten percent and that probably the weather would increase it another ten per cent and about the same thing applies in Spain as in France in that respect. The French grow their timber and they have a program and keep their production about the same but it can be increased considerably.

THE EXAMINING OFFICER: Mr. Reese, does that answer your question?

MR. REESE: Yes sir.

THE EXAMINING OFFICER: It has been suggested that possibly Mr. Spek can add something in the way of later information.

CARL SPEK, recalled.

MR. SPEK: It happens, gentlemen, that when this matter was first discussed it occurred to me that possibly it would be well to learn as far as possible just what will happen abroad. Of course, I don't suppose that they would know what they would do any more than we would until the actual time arrived, and they could measure all existing conditions.

I know personally a number of men in France and I have been in intimate correspondence with some of them, one particularly, a Mr. Maydieu, who is a large producer and distributor of naval stores in France. He has his exporting facilities, his own still, his own timber and he produces considerable gum, he is one of the leaders of the industry in that country and I wrote him and I received a reply. It was written in French and I have made a translation which I believe to be correct and

if you will like to have me, I will read it. It is dated September 9th, 1933. His title, translated, means "Minister of Agriculture". I might say that I sat in at a conference over there with dealers and producers and representatives from Spain and India and discussed the possibility of arriving at some agreement whereby we could solve some of these problems. I will read the letter in full.

"Snydicat du Commerce et du L'Industris des Products Resineuz.

Bordeaux, Sept. 9, 1933

(Translation)

Mr. Carl P. Speh,
Pine Institute of American,
Barnett National Bank Bldg.,
Jacksonville, Fla.

Dear Mr. Speh:

I have duly your letter of August 2nd and as you undoubtedly appreciate the contents were of extreme interest.

I feel than an international agreement will give a solution to the world's naval stores problem.

It is with keen interest that we have followed the action of President Roosevelt and the creation of the National Industry Recovery Act and the Agricultural Adjustment Act which now provides a means of remedying the American Naval stores situation.

I have presented a portion of your letter to my Snydicate as well as to the Federation of French Naval Stores Association, and all of my associates are unanimous in approving your plan and in studying the possibility of its application as well as the reactions.

We are so in accord with you, that when, at the World Economic Conference in London, Mr. Sarraut, the French Minister, proposes an international agreement on various agricultural commodities, we have

if you will like to have me, I will read it. It is dated September
6th, 1950. The title, translated, means "Elements of Agricultural".
I might say that I am an agriculturist and I have both doctors and
psychiatrists and psychoanalysts. Then Sybil and Julia and Dionysus the
possibility of arriving at some agreement whereby we could solve some
of these problems. I will read His letter in full.

(Translation)

Dr. Carl G. Jung,
Villa Jacobida at Bollingen,
Bollingen Switzerland Lake Zürich,
Küsnacht, Zürich, Switzerland.

Dear Dr. Jung:

I have duly received your letter and am
particularly appreciative the contents were of extreme interest.

I feel that an international exposure will give a
solution to the world's moral stress problem.

It is with keen interest that we have followed the
action of President Roosevelt and the direction of the National Industry
Recovery Act and the Agricultural Adjustment Act which now controls a
means of remedying the various local stress situations.

I have presented a portion of your letter to my
colleagues as well as to the Federation of Jewish Moral Culture Societies,
and all of my associates were unanimous in applauding your plan and in
accepting the possibility of its application as well as its execution.

We are so in accord with you, that when, at the World
Economic Conference in London, Dr. Leonard, the French Minister, Madame
de Saint-Exupery, wife of the famous aviator, and Dr. Lou, Chinese
Ambassador to the United States, were unanimous in their decision to

asked that this agreement be extended to include naval stores products. Furthermore, as you have said this is in accordance with our conversation of 1928.

You ask regarding the French, Spanish and Portugese production. I am unable at this time to give you figures".

I might say that Spain has
shown its willingness to control the
naval stores industry in that country.

"France has no official statistics on naval stores nor any means of compelling them, because each producer wishes to preserve the secret of his business and each owner the secret of his revenue. However, in France, we will perhaps soon have the means of establishing official statistics and determining French production and consumption. At any rate everything which can be turpentined in France is today being exploited and has been for some years and although the areas are reforesting no region is in a position to increase its production of naval stores.

Temperature, only, today plays any part in the volume of production. It is no longer a question of abandoning the trees to procure other work and those who are in the forests remain there. It is no longer a question of leaving the cities to cultivate pines, as the necessary revenue is too restricted and the forests lack capital. Consequently if America reduces its production it need not fear France increasing theirs so as to offset America's efforts, although we have seen America produce more and more and finally break the world market. There is no danger to America in such an action on the part of France and to aid in any price increase, French production would not be increased through

any desire of the owner.

As for Spain, the production of naval stores there is limited to a very few people. It will be, I believe, possible to obtain the present producers to agree to retain status quo and it would also be possible to obtain an interdiction of the Spanish government prohibiting the exploitation of new forests.

As for Portugal, the question is somewhat different. You are not unaware of the enormous potentiality of production in Portugal which could easily be increased from four to six times. This would be a great danger upon the foreign markets, as the milreis following the course of the pound sterling wages have greatly decreased, compared to international values made each year permits the sale of low prices of large volumes. It would therefore be necessary to consider in the case of this country authorizing an increase in production, 100 or 200%. If in this case it was possible to obtain from the producers and from the Portugese government measures to limit production it would be of great importance."

Portugal produces less than 2% of the world production which would be/we will say, 10,000 barrels so if you did permit an increase of 100% you would only add 10,000 barrels of turpentine and I have been told that Portugese rosin and turpentine is not considered in good favor in foreign consuming countries, because of the methods of production and doing business. I don't say that could not be corrected, but it is not looked at with as much favor as American turpentine and rosin.

tion was taken.

It is not looked at with as much favor as American Univer-
sities. I don't say that would not be tolerated, but
they have only ten or twelve students and temporarily is
just overlooked in good favor in foreign economic cen-
ters, because of its methods of practices and being
Americans. I don't say that would not be tolerated, but
it is not looked at with as much favor as American Univer-
sities and Yale.

In for Spain, the production of natural wheat Guare
is limited in a very few people. It will be, I believe, possible to
obtain the present conditions to agree to obtain wheat now and it would
also be possible to obtain an importation of the Spanish government
regulating the exploitation of new resources.

In for Portugal, the question is somewhat different.
You are not aware of the enormous potentiality of production in
Portugal which would really be increased five fold in six times. This
would be a great danger upon the foreign markets, as the atomic filling-
ing the spaces of the usual existing wages here greatly increased, beco-
ming to international values made each year results the sale of las
gates of large volumes. It would therefore be necessary to control
in the case of this country restricting an increase in production, 100
or 2000. If in this case it was possible to obtain from the producers
and from the Portugese government measures to limit production it would
be of great importance."

Portugal [illegible] Jose Dias

82 of the world production which would [illegible]
30,000 barrels so if you [illegible] an increase of 1000
you would only add 10,000 barrels of [illegible] 1
have been told that Portugese trade and temporaire is
not considered in good favor in foreign economic cen-
ters, because of its methods of practices and being
Americans. I don't say that would not be tolerated, but
it is not looked at with as much favor as American Univer-
sities and Yale.

"On the other hand, it is impossible for us to have at this time any ideas on the Russian production.

Greek and Austrian production is unimportant and a diplomatic agreement might be possible.

There is a very brief review of the attitude of our Syndicate and of our Federation on the situation of the European production. We are ready to study further your proposition and to attempt to arrive at an agreement. I will read with pleasure all of your future suggestions on this subject, etc.

Respectfully,

N. P. Maydieu, Pres."

MR. REESE: Did you say the possibility of increase was four to six times?

MR. SPEH: Yes.

MR. REESE: Four to six hundred?

MR. SPEH: I said if it were increased 100%.

When he uses the word proposition it is as we would say a statement of a plan rather than a propsoition, it was the nearest way of translating that word.

There are figures available showing the annual production of the foreign producing companies and as Mr. Benedict and Mr. Sessoms stated, the letter shows that the production in France is fairly well stabilized. It has taken quite a number of years to develop the forests to the producing stage, it is the only resource outside of the vineyards that a certain section of France has and if they ever exploit it it means that particular section will suffer extremely waiting for it to come back.

MR. SESSIONS: Are you familiar with the production in any other foreign countries other than in France?

THE WITNESS: I have never been in the other foreign countries. India is practically under Government control. It has a forest over a large but limited area and the forests are practically under Government control although the plants themselves are privately owned, but the people who have charge of the forests are government people and I don't doubt at all but if serious consideration was given to a plan and it was deemed necessary for some arrangement, that it could be made.

THE PRESIDING OFFICER: Thank you.

MR. SESSIONS: Mr. Reese, will you tolerate one more observation?

MR. REESE: Gladly.

MR. SESSIONS: I would like to cite for your attention, section 3E of the National Industrail Recovery Act which is a combination act to the triple A. Under title I of this Act provision is made not only for Codes of Fair Competition but for trade agreements and I won't read the entire section, but I will show it toyou later or read it into the record. Section D provides that in order to effectuate the policy of the act that at the request of a trade group the president may request an investigation by the tariff commission as to the im ortations of any product into this country and if he finds that the importation of those products is coming in to such an extent as to mitigate the policy of the act, he is authorized to place duties or limit such importations so that should the contingency you speak of occur, the proposed marketing agreement could be supplemented with an agreement under the NRA and so limit the imports.

MR. REESE: The trouble with that is that you are confusing imports and exports. We sell into foreign markets over 50% of our product. We don't worry about imports.

MR. SESSIONS: The question was brought up in the course of the conversation and I think if you will think for a moment you will realize that an imposed tariff--

THE WITNESS: --on a commodity which we do not import does not help us any.

MR. SESSIONS: Yes, but it occurred in the course of discussion with reference to the competition in this country. There is a provision for such a contingency in the act.

J. E. DYAL, of Baxley, Georgia, an independent operator, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: As long as you brought up the question of imports, I happen to know that the production in Mexico would have to be marketed in the United States. They have no facilities down there for cooperage or cup factories or anything else. The production of rosin in Mexico is consumed by the soap factories in Mexico. The turpentine is shipped to the west coast of the United States.

MR. SESSIONS: And there it comes into competition with ---

THE WITNESS: With the east coast stuff.

MR. SESSIONS: So that the provisions I cited would be applicable to Mexico?

THE WITNESS: Yes.

MR. SESSIONS: Yes, that was the impression I gathered.

THE WITNESS: I would also like to state that I went into the same

forest with Mr. Seasons but that was when I was a good deal younger and had a good deal more money than I have now. And I went there with the expectation of buying some of this Mexican timber. I found that the production at these particular places was in the valley where the Indians had formerly worked it. The signs of the old boxes were there. There was a real estate agent who took us there, we went on a burro pack train, we were carried up to what they call the mesas, the plateaus, that was the last of May and we nearly froze to death under a half dozen blankets and I saw readily enough that we could not make production with a temperature of that kind. The timber that was being operated by a Mr. Gay was in a valley and the timber that had not been tapped was on high mesas, in limited quantities. It was not practical for the production of naval stores and we could have bought it at fifty cents an acre but we did not consider it a good investment. Also, I came back down to the City of Durango and had an audience with the Governor and he assured us of his cooperation and in the morning we left rather hurriedly and the place was deserted and there was about twenty four guards around his palace so we decided we didn't want his protection.

THE PRESIDING OFFICER: Thank you. We will try not to disturb you any more, Mr. Reese.

MR. PATTERSON: I want to ask just one question. It is in connection with the present exportation in turpentine and rosin. I understood you to say that 30% of our present production was now being exported?

MR. REESE: Yes.

MR. PATTERSON: The cheaper the dollar gets in terms of their currency the more profit to export, isn't that so?

THE WITNESS: You would think so and yet the turpentine is not much above what it was before we went off the gold standard a year ago.

MR. PETERSON: Mr. Reese, it would follow exports do pick up in lots of commodities, don't they?

THE WITNESS: Mr. Peterson, I repeat my answer that it seems it ought to but what is going to happen when the dollar depreciates I don't know and nobody else knows.

MR. PETERSON: Has there been any increase in the exportation of turpentine and rosin in the last six months.

THE WITNESS: The statistics I read here this morning would show that since March 31st there has been a decided improvement in the statistical position both of rosin and turpentine. How much domestic and how much foreign I don't know. The latest information covers 1932, last year.

MR. PETERSON: Would it follow then that if the dollar discontinued to depreciate in terms of other currency and a marketing agreement was entered into, wouldn't the fact that you could sell the products abroad on the depreciated dollar value off-act any danger of production in those countries?

THE WITNESS: It should help I should say.

MR. PETERSON: Of course the basis of that point is a problematical fact that the dollar may continue to go down.

THE WITNESS: And then other countries may take the reprisal measures. It is a matter of severe speculation how long France will remain on the gold standard, I think.

In view of the discussion I should like to offer for the record, a table appearing on page 32 of the 1932-1933 Gamble Naval Stores Year Book, showing the naval stores importation into the United States for the past nine months. I should like to supply this from the book already cut up. I will supply it in the morning if I may.

THE PRESIDING OFFICER: You will please funish that in the morning.

MR. REESE: Thank you.

THE PRESIDING OFFICER: That will be received in evidence and marked Exhibit 18a.

EXHIBIT 18a.

NAVAL STORES IMPORTATIONS INTO
UNITED STATES FOR PAST NINE YEARS

Importations of naval stores into the United States continue so small as to be of little significance. It is only in extremely exceptional years that the imports become of any moment, as in 1925 and 1926 when shipments into this country of rosins had an enormous percentage of increase. As formerly reported, for the fiscal years ending June 30, the imports are given as follows:

YEAR	SPTS. TURPENTINE 50 Gal. Bbls.	BBLS. ROSIN 500 - Lb.
1924	3,600	1,600
1925	5,800	17,100
1926	6,100	22,800
1927	6,300	3,600

For the past five calendar years the imports have been as follows:

YEAR	SPTS. TURPENTINE 50 Gal. Bbls.	BBLS. ROSIN 500 Lb.
1927	6,309	11,028
1928	6,851	4,175
1929	8,049	2,029
1930	9,253	1,158
1931	3,382	1,460

The increases in rosin imports in 1925 and 1926 were due to exceptional importations of French pales that year.

The imports of spirits turpentine are not divided as to countries

CHAPTER XIV.

BRAZIL DURING RECONSTRUCTION 1865-1889

Importations of wearing apparel into the United States continue as usual as in the old Little eighteens. It is only in exchanges of luxuries that the imports become of sub standard, as in 1921 and 1933 when multitudes into this country of aviators had an enormous percentage of increase. In formerly captured, do the finest pears exist June 30, from imports are given as follows:

Year	Amts. Alcoholics 30 mgt. Gals.	Amts. Acetic 300 - 7%.
1864	3,005	1,601
1865	0,000	14,103
1866	6,340	23,000
1867	6,909	9,000

The the year five ordinary years the imports have been as follows:

Year	Exp. Textiles 30 Gal. Gals.	Bels. Acids 300 Ex.
1861	8,000	11,100
1862	6,007	6,143
1863	6,048	5,038
1864	8,000	1,100
1865	8,000	1,000

The increase in rural imports in 1865 and 1866 were due to numerous importations of heavy piece goods.

The imports of spirits increased six fold by quarters

of origin but Mexico is the chief, perhaps sole, source of importations of this commodity. Spain imports mainly from France, Spain and Mexico, those from France and Spain being the extra pale qualities.

THE WITNESS: For Mr. Session information, the imports of turpentine into this country for the year 1931 were 3,335 of 50 gallons each and the imports of rosin 1,460 barrels of approximately five hundred pounds each.

I think it would also be helpful to those who have a decision to make to have a table appearing on page 101 of this Year Book, the same Gamble's Year Book, giving the distribution of the world's naval stores production by a chart for 1931-1932 and 1933, and going back one year it appears that the production in France for that year was 155,000 barrels, I mean in the year 1932-1933. In Spain 60,000 barrels. In Portugal 21,000 barrels. In Greece 13,000. In India 5,000 barrels. In Mexico 9,000 barrels. And the Russian figures, which are the ones I wanted particularly to stress. In 1929-1930 there is a blank, I presume it means there was no production. 1930-1931 shows a production of 10,000 barrels and 1931-1932 shows 25,000 barrels and the production for 1932-1933 is 30,000 barrels.

I learned only since this proposed marketing agreement has been under consideration, that Russia has also entered in competition with our wood industry.

They have a steam distillation plant going in Russia at this time.

THE PRESIDING OFFICER: You wish to offer that as another exhibit?

THE WITNESS: I would like to offer it as part of the same exhibit.

THE PRESIDING OFFICER: It will be received as part of Exhibit 18.

(PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION OF GUM SPIRITS, TURPENTINE for 1932 COMPARED WITH PREVIOUS THREE YEARS, RECEIVED IN EVIDENCE AND MARKED EXHIBIT 18-b)



Exhibit 18-b

GAMBLE'S INTERNATIONAL NAVAL STORES YEAR BOOK FOR 1932-33

****

* PROSPECTIVE SHRINKAGE IN WORLD'S PRODUCTION OF GUM SPIRITS *
* TURPENTINE FOR 1932 COMPARED WITH PREVIOUS THREE YEARS *

****

Distribution of World's Naval Stores Production, 1931-32



Prospective Distribution of World's Naval Stores Production, 1932-33



194

Country	1929-1930	1930-31	1931-32	Estimated 1932-33
United States	625,000	600,000	500,000	*400,000
France	160,000	155,000	130,000	155,000
Spain	59,000	60,000	58,000	60,000
Portugal	19,000	17,800	19,000	21,000
Greece	16,000	13,000	14,600	15,000
India	9,300	7,700	6,400	5,500
Mexico	13,000	11,000	7,000	9,000
Russia	.....	10,000	25,000	30,000
All others	10,000	9,000	7,500	7,500
	911,300	883,500	765,500	701,000
Compared with prospective 1932-33 production	701,000	701,000	701,000	
Decrease	210,300	181,500	64,500	
Percent decrease for 1932-33	23.1	20.6	08.2	
American & London stocks opening of season, April 1	136,000	135,000	160,000	151,000

These approximate figures are regarded as substantially correct as to the world's production.

*Generally accepted estimate reduction in 1932-33 American production, twenty percent. Some believe it will run to twenty-five percent. If this should prove correct the American production for the year ending March 31, 1933, will be approximately 375,000 barrels, and the world's production according to estimates approximately 675,000 barrels.

The world-wide reports at the close of March, 1932, showed the world's production of spirits turpentine for the year ending March 31,1932,

Industry	1,234,000	1,000,000	1,000,000	1,000,000
United States	500,000	400,000	300,000	400,000
Europe	300,000	200,000	100,000	200,000
Japan	80,000	60,000	40,000	60,000
Australia	20,000	15,000	10,000	15,000
Canada	15,000	12,000	8,000	12,000
India	8,000	6,000	4,000	6,000
Mexico	10,000	7,500	5,000	7,500
Russia	******	30,000	20,000	30,000
All others	10,000	7,500	5,000	7,500
	412,000	309,000	206,000	309,000
Decrease with depreciation 1930-39	401,000	301,000	201,000	
Industry	830,000	310,000	80,000	
Europe 1930-39	201	80.4	0.4	
Europe's decrease mainly at Russia, India & Canada	106,000	210,000	240,000	

Those countries likely to suffer in relative to industry economy to be the mainly involved.

"Generally speaking nothing to 1930-39 industry Depression, mainly because. Does failure it will rise to benefit-its normal. It have always since assume the American prosperity for the just ending March 31, 1930, will be approximately 410,000 tonnage, not the monthly production according to estimates approximately 410,000 monthly.

The multi-mile tonnage as the close of 1930, showed the world's production of edible tonnage for the year ending March 31,1931,

had been consumed, no reports outside of the United States indicating any material quantitites in dealers' or consumers' hands or invisible stocks greater than the close of the previous year.

Average world-wide production of gum spirits turpentine for seven years, 1925-26 to 1931-33, inclusive, was approximately 843,000 barrels. Prospective world-wide production for year 1932-33 is 143,000 barrels, or 17 percent, below the average of previous seven years.

THE WITNESS: I should like to read this conclusion of a paragraph I was reading at the time we stopped to take the evidence of the globe trotters.

If the American crop is to be reduced under the proposed plan to such an extent as to make production profitable, these foreign countries would have ample knowledge and full opportunity to increase their own production and thereby gain the benefit of America's reduction. This is particularly true because it is our information that the producing season is about three weeks later in European producing countries than in Georgia and the season in Georgia is later than in some sections of Florida.

In this connection I should like to call attention to the fact that in Mr. Langner's statement this morning he stressed the importance and as I understand, the necessity of having the wood people come in under any plan that might be adopted in order to make that plan a success and the figures which he submitted, and I understand they are approximately correct, showed, I believe, that the wood people produced something 13% of the turpentine, of the total production in this country and something like 21% of the total production of rosin in this country. I think that was the substance of his figures. Now, if it is necessary to have those percentages come in under this agreement in order to make this proposed agreement a success, what are you

going to do with the much more substantial percentage that is produced by foreign countries over which we can have no control? One other point I want to cover, I know you are all getting tired, I want to express my appreciation for the courtesy the committee has shown and the patience in listening to me as it has. I feel that I have imposed unduly.

THE PRESIDING OFFICER: We appreciate the information you are giving us.

THE WITNESS: I thank you. That is another evidence of your consideration.

One other point I feel that I cannot sit down without touching at any rate. And that is the small producer. I think if any plan of control is to be accepted it is only fair and right that the small producer, I don't know what the measure ought to be, perhaps the man that makes no more than 100 units a year, or perhaps two hundred units a year. If I had the power of decision I should place it at the lower figure. The small producer ought not to be reduced, he cannot stand it.

I suggest in the brief, a plan that might be adopted if any plan of allotment is to be adopted; that sounds quite involved, I realize that and yet I don't know how to make it any simpler. As stated this afternoon there are many other valid objections, I can appreciate that, by those who favor this plan of a control of production. There is a very valid objection to basing it upon 1932-1933. Perhaps I should say objections rather than objection. But certainly, we cannot have the plan that has been proposed. That you will find, upon analyses, is simply unthinkable. My suggestion on that point would be, first, that if we have got to have any control, that you specify a minimum below which a producer will not be cut. If you make it two hundred units a year it would be manifestly unfair to make the producer who would make two

hundred and twenty five units fall below the two hundred unit mark. If you have two hundred units for the producer who is not making more than two hundred this year, you cannot afford to reduce any producer who has made more than two hundred, below that minimum. What that would amount to in the total production of this year, I don't know. I imagine that producers who are making two hundred or less units in all probability would take at least twenty percent and perhaps twenty five percent of the total production of this year. That would mean that the reduction, that the larger producer would have to accept naturally would be much more substantial than the average reduction that might be made. Because on a basis of a four hundred barrel crop, those are easy figures, I can divide in even hundreds, on a basis of a four hundred thousand, I should say, barrel crop for last year, if those who produce two hundred or less, did produce twenty per cent of the crop you would take eighty thousand from their allotment next year on a basis of four hundred thousand barrel crop again next year. That would mean that eighty percent of the production would have to stand all of the reduction. There ought to be, if we are to have any plan of control, there ought to be a inhibition against any producer being reduced by more than a maximum percentage of the production he is making this year. It is hard to unscramble eggs you know, and you have a producer, A and B in the illustrations I read this afternoon; you take a man who is making four hundred units this year and reduce him to slightly over eighteen hundred next year and you haven't helped the situation. It might not make any difference if that was one case out of twelve hundred or fifteen hundred people being effected but I am going to have that information compiled showing what the effect would be on our entire list of customers and you will find it very entertaining

information. I have only worked at the four instances I told you this afternoon, and then, if no discrimination is to be shown at all with respect to the producer's average production over a period of three or four years, and it ought not to go back longer than three or four years as a maximum, it should be arranged so that every producer, regardless of his allotment would have to reduce by a certain percentage, a certain minimum, and if, in order to make up the total reduction that might be agreed upon as necessary, then the producer, would be given preferential treatment on account of their production back of more than one year, their average production say for three years, if giving this small producer would make the intermediate producer have to bear more than a twenty five per cent reduction, then this group against whom the smaller reduction was directed under the terms of the agreement, would have to have their percentage of reduction increased to bring them up nearer to a level.

If we are going to have any plan, we must have a plan that will not work with undue hardships upon anybody if we can avoid it. All of us realize the seriousness of the times we are going through, the revolutionary days were not the only times that tried mens' souls. If we are going into a cooperative effort, it ought to be cooperative, and should not be, you giving up in order that I may enjoy a larger production at an increased price. It is too plain to be argued, gentlemen.

MR. DELAHANTY: How about the man who probably has put in production this year particularly since the advent of the AAA Act and possibly in contemplation of such a marketing agreement being entered into subsequently; such a man might conceivably be assigned a quota which would be an injustice to those men turpentining for years on a more or less constant or reasonable basis?

THE WITNESS: In reply to the question, it was sometime in May, I think the 12th I think it was when the Act was passed. So far as I know there hasn't been one tree put into production since that time. It would have been out of season if it had been. This has been going on for the last month or six weeks and there has been no production opened up since that time.so I don't think anyone has increased his production since the passage of the AAA and that makes the situation of these men whatever we may think of their wisdom, these men who increased their production last winter and fall were fairly within their rights in doing so as they had no knowledge or notice of any such thing as this Agricultural Adjustment Act. They had no knowledge that it would be passed at that time, because they hung their cups after March 4th on timber that was already owned and this after the advent of the present administration and before the passing of the Act and you remember Congress was not in session for two weeks after March 4th. Soon after Congress came into session the Bill was introduced but I don't think you will find a single instance of a man who increased his production after the Act was passed.

MR. PETERSON: The plan that you suggest is very interesting. The first step in that would be as I understand it, to make a study of the industry to know how may of the producers fall into the three groups mentioned?

THE WITNESS: Yes, you would have to compile information on it, the control board or whatever board was in charge of it.

MR. PETERSON: Assuming that scheme was put into effect twenty per cent of the producers would be out of the picture?

THE WITNESS: I would imagine twenty per cent of the total production.

MR. PETERSON: They would be out of the picture?

THE WITNESS: Yes.

MR. PETERSON: Then it would be between the two groups and it would be simply a matter of studying the production carefully to see how much that reduction would effect either group to make it an equitable crop, is that right?

THE WITNESS: I will repeat it once more.

MR. PETERSON: Don't do that.

THE WITNESS: I think if you will read it carefully, you can get it from the brief but you will have to read it carefully because I cannot explain it any clearer.

"THE PLAN PROPOSED IS UNFAIR AND INEQUITABLE TO THE SMALL PRODUCER."

"Perhaps it always is true that the hope of a nation rests with her young men. Certainly all will agree that this is true today of our nation. With the mess we of the older generation have made of things we certainly should strive not to make the handicaps upon the youth of the nation more severe than they are bound to be at best.

Under the proposed plan the young men already in the naval stores producing business would have no opportunity to expand and enlarge their business. Instead of that they would have to give up a part of what production they now have.

A young man would have no opportunity to start in the business. He might have a relative or neighbor with available timber who was willing to lease it to him. He might find a factor who was willing to finance him. But if the 5 per cent of the total allotted to new production had been let out, or if he could not satisfy the Control Committee of his ability to produce naval stores, he would not be permitted to make the effort. And if he

once got in with an allotment of one hundred or two hundred units, he would stay in on that proportionate basis for whatever length of time the plan might be in operation.

If the proposed plan should remain in operation long enough the inevitable result would be the creation of a caste system in our modest and unpretentious business. "Once a small producer always a small producer," would be an appropriate slogan for the so-called marketing agreement. Men with growing families and increasing financial demands would be left helpless and hopeless. No matter how honest, industrious, deserving and efficient the present or future small producer might be, he would be unable to overcome the severe restrictions imposed upon him.

If any plan is to be adopted whereby production control is to be attempted, some opportunity at least ought to be given to the small producer for growth and expansion.

Not only so, but any plan that may be adopted ought to prescribe some minimum below which no producer will be asked to reduce. This minimum should not be less than one hundred nor more than two hundred units. No plan can be justified under which one who is producing no more than one hundred or two hundred units is required to make the same proportionate reduction in his production as the owner of thousands of acres of land or timber rights, producing several thousand units a year?

Just one more statement in reference to myself. When I stated this afternoon that I was an attorney on behalf of all of those opposing this plan, I did not think to make it clear that I am not appearing for a fee. Of course, Downing Company is paying me, but insofar as the producers and factors are concerned, I do this as a work of service to my country and I hope, to my section.

THE PRESIDING OFFICER: Thank you, Mr. Reese.

(We will now adjourn until 9:30 tomorrow morning)

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AT THIS POINT THE HEARING WAS ADJOURNED

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DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

- - - - - - - - - - - - - - - - - :
IN RE :
A PUBLIC HEARING UPON A
PROPOSED MARKETING AGREEMENT :
SUBMITTED BY THE AMERICAN
GUM FARMERS ASSOCIATION WITH :
REFERENCE TO THE GUM ROSIN
AND GUM TURPENTINE INDUSTRY, :
HELD UNDER THE DIRECTION OF
THE SECRETARY OF AGRICULTURE :
- - - - - - - - - - - - - - - - - :

Hearing held at the Mayflower Hotel, Jacksonville, Florida on November 21st, 1933 at 9:30 A.M.

PRESENT:

John T. Pearson, Esq.

Presiding.

(Hearing Resumed)

THE PRESIDING OFFICER: I believe we have reached the point of probably concluding the opposition to any Marketing Agreement. I believe there were a few others who wished to remark on that phase of the proceedings. Are there those who wish to be heard further on oppositon to any Marketing Agreement?

MR. REESE: I want to make two corrections in my testimony of yesterday, if I may.

THE PRESIDING OFFICER: You may, Mr. Reese.

Mr. Speaker: I move to suspend the rules and pass the bill (H.R. 4321) to authorize additional 8:30 appropriations for [illegible].

The SPEAKER pro tempore. Is a second demanded?

Mr. [illegible]: I move to strike out the last word.

The SPEAKER pro tempore. The gentleman from [illegible] is recognized for 5 minutes.

Mr. [illegible]: I yield to the gentleman from [illegible], Mr. [illegible].

(Mr. [illegible] asked and was given permission to revise and extend his remarks.)

Mr. [illegible]. Mr. Speaker, I rise in support of the bill.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from [illegible] that the House suspend the rules and pass the bill, H.R. 4321, as amended.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the bill was passed.

A motion to reconsider was laid on the table.

[illegible]

[illegible]

[illegible]

MR. REESE: The first is with respect to the information put in the record giving the specific instances of the way the proposed plan of allocation would affect certain producers. In making these calculations, I used the production to October 30th, 1933 as 82% of the total production. I find upon reference to Gamble's year Book, page 20, for 1932--1933 that the average November production for five years from 1923--1924 to 1927-28 is 9.24% and the average December production is 9.19% which would make the percentage for the two months 18.43%. The other tables given there show slightly different percentage for the same months. I have had a calculation made with respect to the total production for 1933 and 20% of that total production would be based upon the percentages shown here, instead of using 82% as representing the percentage production to October 30th, for the whole year. I would like to read in the record another correction in the figures used yesterday, these figures. I may also state some mistake appears in the brief. It is not material but I would like to be accurate

For 1933 producer A's total production should be estimated at 3914 instead of 4000 units, and 20% of that amount leaves 3131 instead of 3200 used. Without repeating the figures used in the testimony yesterday, producers B's total production for 1933 estimated would be 1627 and deducting 20% of that would leave 1302 units. On the same basis producerC's total estimated production for 1933 would be 614 instead of the figures used and deducting 20% would leave 491, and again on the same basis, producer D's total estimated production for 1933 would be 266 and deducting 20% would leave 213.

Mr. Chairman, I believe these figures are correct. Just one other point I wanted to explain. In giving the figures yesterday showing the deductions in accounts made between October 31st, 1932 and the same date in 1933 with reference to customers of the Downing Company, I intended to state but failed that prior to October 31st, 1932, namely at the end of 1930 or early in 1931, the Downing Company set up certain reserves against doubtful accounts. The figures that I

used that showed the amount of those accounts, as of October 31st, 1932 were the amount of these accounts, less the reserve set up. I want you to have that.

THE PRESIDING OFFICER: Thank you, sir.

MR. SESSIONS: Mr. Reese, two types of figures were used yesterday and knowing as little as I do about the industry, I wanted you to explain the distinction, if any. One was the Savannah quoted price and the other the net price to the producer at the still, is my recollection correct?

MR. REESE: Yes.

MR. SESSIONS: Is there any significance in the distinction?

MR. REESE: Well, both ought to be correct.

Of course, you understand, as I explained yesterday, that the cost of transportation is variable to the port. Producers have to pay the same commissions and the same handling charges, but their cost of transportation does differ. When you give the port prices you don't know how much of that goes for the cost of transportation and other charges and in using the figures that I used I thought the Board would be more interested in knowing what the producer got then what was quoted at the Savannah Market or on the Exchange. You understand necessarily, that that is an average. Let me say this too. A comparison of our figures as to thennet result to the producer at the still, with the figures of the Carson Naval Stores Company for the present year, since April 1st, shows a difference of something like $1.50 a unit. That is due, we think, to the fact that the average grades of rosin that one of us has handled have been better than the average grades of another. With 13 grades of rosin, if one producer makes all medium or low grades, he does not fare as well in price as if he has a sutstantial percentage of the pales. It is very hard to get anything that is entirely accurate on account of the complications and the

other necessities of the case, but that does enter. If one producer is working virgin crops all together and if he is a good producer and if he does his work right, he ought to make nothing less, I should say, in grade than N and M. Another producer who has a place that has been going for some years, if he has a misfortune and has had a fire in his woods, that will make for dark rosin. On account of the large percentage of pales produced this year the differential in price has been nothing like what it ordinarily is but there has been a differential in price between the high and low grades and so you can take the quotations of rosin on the Savannah Board of Trade and take an average price of all the grades and multiply that by the number of barrels of rosin made and find out what the price is. You have got to split it up and break it down and get the number of water whites, the number of window glass and so on down, that were actually sold and the prices at which they were sold, to get the price.

MR. SESSIONS: In terms of various specific grades?

MR. REESE: Yes, absolutely, because the percentage of the grades is not uniform.

MR. SESSIONS: Are the terms of sale customarily f.o.b. the still?

MR. REESE: No, the producer has to deliver at the place of delivery. Shipments that are made to Savannah are sold to the distributor for delivery at Savannah. Shipments made to Jacksonville ar sold to the distributor for delivery at Jacksonville. Shipments that are made to Brunswick are sold to the distributor for delivery at Brunswick.

MR. SESSIONS: That is consistent with your statement?

MR. REESE: Yes.

MR. SESSIONS: Thank you.

MR. REESE: May I make a suggestion? There are two or three gentlemen here who are anxious to get away as soon as possible. One of them is Mr. Kennan

of Columbia, South Carolina. I don't know your order of calling the witnesses, but I thought it would not be out of place to suggest that you inquire of the witnesses who desire to testify and find what their situation is with regard to leaving the city.

THE PRESIDING OFFICER: Thank you, sir. Mr. Keenan, do you desire to be heard at this time?

MR. KEENAN: Yes, sir.

WILLIAM J. KEENAN, of Columbia, South Carolina, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I might say that I am operating under my own name.

I come from Columbia, which I believe to be the only inland naval stores market in the country and it has been such since the middle of the 19th Century. I represent a very large number of very small producers. I might be classed as a factor, possibly a dealer, and in some respects a producer. The supplies which I receive are derived from approximately ten or twelve stills. These stills buy crude. I would say that 85 to 90 per cent of the crude which they run is bought, in some cases they themselves have some production. The stills average in production from 50 to 600 units. In some cases the stiller will draw his supply fram as many as 100 producers. Our producers are soil farmers, truck farmers and cotton farmers who work turpentine from one to two days a week. Turpentine, as has probably not yet been stated, is the only agricultural crop which is harvested over a period of seven or eight months continuously through the year. These farmers work enough turpentine to bring them some cash returns through the period during which their cotton or truck crops are in the making and before the harvest. They scattered over quite an area. Unlike the main producing areas of Georgia and Florida, our trees are scattered, we have no vast forest, it is

Georgia and Florida, our taxes are monstrous, we have no real income, it is
they mortgaged over plots an acre. Unless the milk production stays at
at never or eight months continuously through the year. These farmers must
enough margarine is eating them once each return through the world farms
make their return or three cents are in the making and before the harvest.
Dry Milk Powder Co. Chicago, Illinois

Dear Sirs:

Will you please send me, by return mail, your latest price list on dry
skimmed milk powder, together with your lowest quotations in case of
large orders.

Yours very truly,

R. Edwards, Jr.

I come from Colorado, which I believe to be the only inland state
where cattle in the country and it has been said since the middle of the 19th
century. I represent a very large number of very small producers. I might be
classed as a "hobby" rather than a dairy, and I'm more interested in a product.
The reports which I receive are derived from experimentally but by people
selling. These still may prove. I would say that 80 to 90 per cent of the
cream sold now is bought, it seems that they themselves have more pro-
duction. The milk average is somewhere from $\frac{1}{2}$ to 600 cows. In some
cases the milker will close his supply them as many as 100 producers. The
producers are all farmers, grade farmers and cattle farmers who work lo-
cation five now to two days a week. "Overtime" as his products may be
been stated, is the only equipment and milk is harvested once a day
at noon or eight months continuously through the year. These farmers must
enough margarine is eating them once each return through the world farms
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enough margarine is eating them once each return through the world farms
make their return or three cents are in the making and before the harvest.

scattered timber and small patches. It is almost impossible for a man to work any large number of trees. I don't think the term crop has been used or explained here.

The term crop means ten thousand faces and the way the term was originated was that in the days of large forests, one man could cover ten thousand faces during the course of a week, chip that many faces. Now, one man in our section cannot possibly cover today more than 4000 or 5000 faces. The definition of a producer or rather the reference to producers in the proposed agreement is what brought me here.

Mr. Speh has asked for a definition of a producer, I sent that request up as I wanted to get it straight in my mind and his definition given so far, is one who produces gum and converts it into rosin and turpentine at a still. Now the proposed agreement refers to a producer not only as one who operates a still but individually as one who produces crude gum.

In some cases our small producers instead of selling gum to the still have run it on a toll basis and sell it to the factors or dealers as they might be termed in Columbia.

It seems highly impractical for a working agreement of any sort to be managed in such a territory as that.

I thought I was in a unique position but I find there is quite a section throughout Georgia which is in the same position and that my position is not so unique as I thought.

I am heartily opposed to an agreement but I am earnestly in favor of a law which will limit the size of the tree to be worked because that is more or less comparable with child labor, to work some of the saplings which are being worked and I think that would control production. I think that a great many trees should go out of operation until they reach the size that they should

be worked, and such a law would be in entire accord with the sentiments of the present administration. It would be advantageous to reforestration and forest preservation.

I am therefore opposed to it for the reason that I do not think it can be well handled with small producers and that the limiting of the size of the tree to be worked will solve the problem and can be very easily enforced.

MR. SESSIONS: What is your purpose in suggesting that some limitation be made as to the size of the tree. What prupose do you desire to get at by limiting the tree?

THE WITNESS: Because working a small tree is against the law of nature and against the law of economy and common sense and it is not right that we should work trees which our children should work.

MR. SESSIONS: Do you have in mind that by limiting the size of trees that can be worked you will be getting at the threat of overproduction?

THE WITNESS: Yes.

MR. SESSIONS: Do you think if the trees were limited to say 9 inches, breast high, that such a law would be a good law?

THE WITNESS: I don't believe that would cover it. That would be the absolute minimum.

MR. SESSIONS: And would you also limit the number of faces which could be chipped on any particular tree?

THE WITNESS: Yes, I would limit the size of the space between faces.

MR. SESSIONS: Would you also limit the number of streaks per season, or streaking out of season?

THE WITNESS: That should be abandoned.

MR. SESSIONS: And also the time of the year when a farmer should streak his trees?

THE WITNESS: I would, sir.

MR. SESSIONS: So you would limit the time, how high up the chipping should be done, the size of the tree and the size of the face and the number of faces on the tree?

THE WITNESS: I don't quite understand the height, how high he could chip it did you say? That would not be practical.

MR. SESSIONS: It is my own ignorance on the subject, perhaps the height from the ground has to do with the management and the size of the tree.

THE WITNESS: No, that is due to the year which the tree is being worked, it all depends, a good chipper or streaker takes off the right amount and sometimes others will take off more. A man who has not had a lot of experience will chip a tree up four inches higher during the season than an experienced man.

MR. SESSIONS: Your points then are twofold. That as there is or might be the threat of overproduction, that a law regulating the size of the tree would get at the overproduction rather than a marketing agreement as proposed here?

THE WITNESS: Yes.

MR. SESSIONS: How sympathetic do you think the average farmer would be toward a law that would mandatorally regulate the size and operation of his own trees?

THE WITNESS: I think, sir, that the mere sense of fairness and what should be would cause it to be a popular law.

MR. SESSIONS: Are most of these farmers now operating on land which they own, these small producers, confining our conversation to your territory.

THE WITNESS: Perhaps half of them, the other half go off a mile or a mile and a half and rent a patch.

MR. SESSIONS: They lease from a large landowner?

THE WITNESS: Yes, or a neighbor.

MR. SESSIONS: And how long do the leases run?

THE WITNESS: Ordinarily three years, I think the general practice is four years but in our territory it is three years.

MR. SESSIONS: And a law such as you refer to would stipulate certain provisions, would provide for certain provisions in your contract?

THE WITNESS: I mean a Federal law.

MR. SESSIONS: You mean a Federal law and not a State law?

THE WITNESS: Yes, a Federal law?

MR. SESSIONS: How do you anticipate that a law of that kind could be enforced? You are regulating now the period of the year when these trees can be shipped, you would have to have foresters going around and counting the faces on each tree, measuring each tree, the height from the ground and so forth.

THE WITNESS: That is not actually such a big job as you might think.

MR. SESSIONS: I am merely interested in how it could be enforced.

THE WITNESS: Five men could cover it. At the beginning of the season the width of the face is determined by the streak and the inspector could let it go for three or four months after it is started and it would have the same width.

MR. SESSIONS: You say you are a factor?

THE WITNESS: Yes.

MR. SESSIONS: And a dealer?

THE WITNESS: Yes.

MR. SESSIONS: Do you advance money or lines of credit and also market the product?

THE WITNESS: I do, however, in my section there is not a great demand

for money.

MR. SESSIONS: You come from an area where turpentine is an adjunct to other farm operations?

THE WITNESS: Yes, yet our trees are growing very well and in ten years from now we will double our production.

MR. SESSIONS: So your main operation is marketing the product that you get from the various stills?

THE WITNESS: Yes.

MR. SESSIONS: Have you heard any great objection voiced among your producers to this proposed agreement?

THE WITNESS: Yes.

MR. SESSIONS: What is the basis of that objection?

THE WITNESS: The fact that it will be almost impossible to determine just what will be made, in these small patches of 400 or 1000 trees. If the stiller makes the application he doesn't know how many small producers will bring to him and they are of a very ignorant class, I am sorry to say. 30% of them sign their name with a mark and they will not know about this unless someone makes it his business to see them and explain it and then he will perhaps, not understand it, and I can picture one of them reaching his quota by September and having rosin and turpentine to sell with no market and I think it will result in worse than the Iowa milk strike.

MR. SESSIONS: Do you think it would be more antagonistic than a law such as the one you refer to?

THE WITNESS: I am sure it would.

MR. SESSIONS: You mean there would be general popularity toward that law and general disfavor towards the agreement?

THE WITNESS: Yes.

for sure.

MR. SESSIONS: Why would there be a difference if the net result of a law preventing or regulating the size of the tree would be to do the very thing the proponents are trying to do with this agreement?

THE WITNESS: In the case of limiting the size of the tree he is saving something in his estate and an agreement is a control which requires detailed work regardless of the size of the operation.

MR. SESSIONS: I wish you would expand on that, this is very interesting.

THE WITNESS: Mr. Sessions, you almost have to picture what we have.

MR. SESSIONS: I get a very distinct picture because I am just one step removed from the farmer who signs his name with a cross. I am just drawing it out for the record, that is all.

THE WITNESS: The producer of the type of which I am speaking, under the proposed agreement, would have to make application to produce a certain amount of crude, whether it was ten barrels of crude a year or not. He would have to offer proof that he could produce that and I just can't picture them doing it.

MR. SESSIONS: Now, suppose provisions of that kind, regulating the type and kind and size of the tree, were to be stipulated in the proposed agreement, if he assume, without deciding, that that could be done, do you think there would be any objection then?

THE WITNESS: Yes, sir, I do. I don't see the necessity of the other, not with the limiting of the size of the tree. One other thing. This is a fact, although I don't intend to put it in. By the first day of July it is possible to estimate to within ten percent of what the crop will be that year. If it appears that the crop will be too large, streaking can be stopped for two or three weeks in August and production will be cut in direct proposition to that. I didn't want to mention that because that is a difficult thing to enforce, almost impossible. However, in the production of turpentine and

rosing you can limit through the season what the crop will be by the number of streaks placed on the tree.

MR. SESSIONS: You understand of course a Federal law of the kind you refer to would have to put through Congress and so on and there would be many cumberous steps necessary?

THE WITNESS: I would like to change it then. I would like to have it in the form of an agreement, I am not opposed to all kinds of agreements.

MR. SESSIONS: Then you suggest that a provision of the kind you refer to might well be long in an agreement?

THE WITNESS: Yes.

MR. SESSIONS: And might well be a term in the agreement assuming without deciding, we could get the proper parties to agree to that sort of thing?

THE WITNESS: I assume it would completely cover it.

MR. SESSIONS: Can you conceive of this difficulty, where a lumbering operation for instance, is going to lumber a vast tract of timber and wants to get an initial return from the turpentine process and where just in order to get a little pin money they might want to turpentine everything in sight, would a law of the kind you speak, cover that sort of an arrangement?

THE WITNESS: Yes.

MR. SESSIONS: Or would you make an exception in that case?

THE WITNESS: I would make no exceptions. The small trees should not be turpentined or cut.

MR. SESSIONS: Would you prevent the lumbering operations from cutting small trees?

THE WITNESS: I would make no suggestions on that. I simply made a statement of my own.

MR. SESSIONS: Now then, do you know of any of your producers who plant

any trees?

THE WITNESS: No, sir.

MR. SESSIONS: They have not engaged in reforestation?

THE WITNESS: The natural reforestation of the long leaf and slash pine is sufficient.

MR. SESSIONS: They do not engage in thinning operations?

THE WITNESS: Not that I know of.

MR. SESSIONS: Can you conceive a person before thinning getting one or two seasons of turpentine out of the tree before thinning?

THE WITNESS: The tree which could have a six inch face would be too small to cut in a thinning process.

MR. SESSIONS: Are not six inch trees cut?

THE WITNESS: Yes, six inch faces.

MR. SESSIONS: Why do they cut them unless they are profitable?

THE WITNESS: That was abused more during the season of 1927 and 1928, during the year of such peak production and had such an agreement or law been in effect that overproduction would never have reached the proportion it did and the industry would have been much better off.

MR. SESSIONS: So you suggest that even in thinning operations that a term in the contract or a law regulating the size of the tree would effect the man engaged even in thinning?

THE WITNESS: Yes.

MR. SESSIONS: And you would favor that enforcement because of the threat of overproduction?

THE WITNESS: Yes.

MR. PETERSON: Are you primarily a producer, a factor or a dealer?

THE WITNESS: Primarily a factor. I advance money to still operators,

anywheres from $500.00 to $2000.00 each and they lend the money out in late fall and early winter in from $10.00 to $50.00 lots.

MR. PETERSON: You do also fulfill the functions of a dealer from time to time?

THE WITNESS: Yes, I sell spirits of turpentine throughout North Carolina, Virginia, and Tennessee in barrel lots.

MR. PETERSON: What determines your price?

THE WITNESS: The price which I pay to the producer or the price at which I sell?

MR. PETERSON: Both.

THE WITNESS: Competition the price at which I sell and the returns which I give the producer is exactly what he would receive if he shipped to the nearest port of Savannah.

MR. PETERSON: You use the Savannah market price to pay the producer?

THE WITNESS: Yes, but I don't pay the Savannah market price as quoted, I pay less because of the Inland location.

MR. PETERSON: But that is a base price?

THE WITNESS: Yes.

MR. PETERSON: You pay your producer on the basis of the Savannah base price?

THE WITNESS: Yes.

MR. PETERSON: You sell as a dealer, on what basis do you sell the products?

THE WITNESS: I don't exactly know how to answer that, the highest price I can reasonably expect to get for it. I have no fixed amount over the Savannah market. Quantities cover the price at which I sell.

MR. PETERSON: Is there any particular relationship between the price

you pay your producer and the price you sell? I will put it this way. Is it a custom or why do you pay your producer a price based on the Savannah base price and then sell on the open market? Is there any reason why you don't buy on the open market from the producer?

THE WITNESS: I guess I do buy on the open market, I do that entirely from a competition standpoint. In other words, my producers receive for their goods what they would receive if they shipped to Savannah.

MR. PETERSON: Are there many factors in your section or in the industry, who are also dealers?

THE WITNESS: Only two, one other and myself.

MR. PETERSON: The market price of the various stocks is arrived at from a competitive mechanism through the dealer and the factor, is that correct?

THE WITNESS: Yes, that enters into it.

MR. PETERSON: How is a market price in Savannah or Jacksonville arrived at, the daily market price?

THE WITNESS: I would rather not answer that. I am ten miles within the northwestern edge of the turpentine belt and am not entirely familiar with the way it is handled in Savannah.

MR. PETERSON: I was only asking these questions because I understood you were going away and I wanted to have as much information as you could give us before you left. You are in competition on the market created by someone else?

THE WITNESS: Yes.

MR. PETERSON: Is it a practice in the industry in your section to accumulate stocks as a dealer?

THE WITNESS: To accumulate enough turpentine to run through the non-producing season but rosin is handled as fast as it is received.

MR. PETERSON: Regerdless of the falling or rising market you sell as soon as it comes into you from the producer?

THE WITNESS: Yes.

MR. SESSIONS: You are bringing out now a different kind of turpentine operator, the type who merely turpentines as an adjunct to other farm operations. He doesn't distill his own product?

THE WITNESS: No..

MR. SESSIONS: Then he has less overhead cost as we figure then would be the cost to the ordinary operator?

THE WITNESS: Yes, he has his own time.

MR. SESSIONS: Is this point correct? That the average farmer of the typed you refer to is interested only in the number of barrels of turpentine and rosin he can produce, he figures the more barrels and the more money the more there is to do, and there is no accounting of decrease or increase per unit cost as in a larger operation. Is that correct?

THE WITNESS: No records at all.

MR. SESSIONS: And is the product that is received by you then shipped immediately to Savannah?

THE WITNESS: No, my product moves east and north.

MR. SESSIONS: To what concentrating points?

THE WITNESS: No concentrating points, we ship direct to consumers. I ship my rosin, the spirits of turpentine is handled in barrels and I sometimes have a surplus over demand and then I sell a tank car to the Columbia Naval Stores Company. They send an empty tank car to my place and I ship it on their instructions.

MR. SESSIONS: And it moves immediately to Savannah?

THE WITNESS: No, east.

MR. SESSIONS: To New York?

THE WITNESS: YES.

MR. SESSIONS: And how does the invoice read, invoiced direct by the Carson Naval Stores to the New York points?

THE WITNESS: I believe so. I invoice the Carson Naval Stores Company.

MR. SESSIONS: And you have a running contract with the Carson Naval Stores Company?

THE WITNESS: No.

MR. SESSIONS: Each transaction is a separate contract?

THE WITNESS: Yes.

MR. SESSIONS: And so that you might say there are three or four distinct steps. You contract with the individual producers and execute another contract with the Columbia Naval Stores and they contract with a consuming point in New York.

THE WITNESS: Yes sir.

MR. PETERSON: How do you arrive at the price of the tank car of turpentine you sell to Carson Naval Stores?

THE WITNESS: No definite basis, some amount off the Savannah market.

MR. PETERSON: That transaction is based on the Savannah market?

THE WITNESS: Yes.

MR. SPARHAWK: You say your producers would all be in favor of a law respecting the size of the trees they should work. Why don't they do it without waiting for a law?

THE WITNESS: They do in my section.

MR. SPARHAWK: Then why is the law necessary?

THE WITNESS: For the industry as a whole.

THE PRESIDING OFFICER: You feel there are some sections where they don't observe it as well as they do in you own?

THE WITNESS: In the more thickly wooded sections.

MR. DELAHANTY: You spoke of a differential between the price you pay the producer and the price of the Savannah Board of Trade, is there a definite percent differential or just what is it?

THE WITNESS: It is in most cases, it is a definite amount per unit off or a definite number of cents per gallon off the Savannah market.

MR. DELAHANTY: Is it a known differential of such character that the producer when he sent his material into Columbia could look up or find out what the prevailing price for that particular day on the Board of Trade is and would he know what money he might expect from you. Is there a known factor?

THE WITNESS: Yes.

MR. DELAHANTY: What would such a factor be for example, would it be say two cents under the Board of Trade?

T E WITNESS: It is governed by the price of the wood barrel, that fluctuates.

MR. DELAHANTY: I am trying to see the position.

THE WITNESS: Let me explain. The Savannah market price of turpentine, means turpentine in a white oak barrel. My deliveries are in bulk. I supply the empties to the still so I have a bulk transaction.

MR. DELAHANTY: Has the producer in the woods, who only signs his name with an X, has he any check on what you are to pay him for the turpentine or is it a direct relationship between you and the specific customers?

THE WITNESS: It is a direct relationship between us.

MR. DELAHANTY: And the Board of Trade means nothing except as a guide in determining what price you shall pay these fellows?

THE WITNESS: Yes.

MR. DELAHANTY: And he has no check whatsoever?

THE WITNESS: He knows what basis I am figuring on and he gets in our

MRS. GLENDOWER: It seems only polite I am Glendower or why be Mage is not
in attendance?

MR. DEVEREUX: Who is this to whom you refer?

MRS. GLENDOWER: Why.

Is mathematics some kind of spell his cousin Owinnad
is a Welsh sorceress and the Duke of Ormonde a Welsh wizard?

MR. DEVEREUX: Your the Queen of Lloyd seems neither one or a cross
between the two.

MRS. GLENDOWER: It is a Great Celtic Mystical Number.

Is it a Welsh mythological reference her and the Welsh mathematical
or is it a Welsh mythological reference her and the Welsh mathematical
name all at 2? And he did mention an Owen Lee was in his City for Parliament
MR. DEVEREUX: Yes one Brynmore is the wench, who will after his
meeting the mayoress to the mill at 1 have a Welsh translation.

MRS. GLENDOWER: Is an orphan. The Governor Welsh Place of Business
also, Owen Brynmore is a white war General. He defeated the in Wales. I
am a Welsh Princess of Powis Castle.

MR. DEVEREUX: I am lifted to see the Peoples.

MRS. GLENDOWER: Thou.

MR. DEVEREUX: What would such a Question be for example, could it be
only two cents under the Board of Trade?

MRS. GLENDOWER: It is Governed by the Union of the Welsh Parish, that
Plumpton.

MR. DEVEREUX: I am lifted to see the Peoples.

MRS. GLENDOWER: Thou.

MR. DEVEREUX: What would such a Question be for example, could it be
only two cents under the Board of Trade?

MRS. GLENDOWER: It is Governed by the Union of the Welsh Parish, that
is not would be knew what would be right against Glen Ivy. It there a known
any case the Committed Price for that particular day in the Board of Trade
the Business when be made its material time Colonels would look to or find
all at a Welsh member of whose Bar Union all the Parliament matter.

MR. DEVEREUX: Is it a known difference of such character that
Welsh Parmers difference or Jane ward is it

MRS GLENDOWER: It is in not wrong, it is a Welsh matter Jay and
Bar the Lawyer and the Duke of the Welsh Board of Trade, is there a

MR. DEVEREUX: Yes where of a difference matter the rules Jay

paper the daily quotation, the naval stores quotation and he knows what to expect from that.

MR. DELAHANTY: Based on that?

THE WITNESS: Yes.

THE PRESIDING OFFICER: Thank you.

W. S. BOOTH, Representing the Manor Trading Company of Manor, Georgia and the B. & H. Still, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: Mr. Chairman, it might be in order in the beginning for me to state something of my relationship to the industry.

I might begin by saying this, that I was raised as a farmer, living in the same locality in which I was reared, and after my school days I organized a business in 1893, a mercantile supply business to supply and trade with farmers.

I pursued this in greater or less proportions until recent years when a change of general economic conditions brought about in my judgment, a radical change. Mail order houses, good roads and automobiles and chain stores and other factors that might be mentioned in detail resulted in the loss of credit standing and ability of our farmers to pay and my supply business virtually evaporated. Being a farmer and my father before me, being a timeber and stock owner I naturally looked upon timber lands and grazing and farm lands as the best investment in our locality. Consequently, as I could accumulate a few dollars I invested in timber lands, and in the operation of my business it became necessary first and last, to take over certain farm lands with the timber attached.

I might pause long enough to say that in that operation over a period of years from 1893 until 1933, I did not require making more than five legal foreclosures against my customers and that was in case of necessity where

liquidation was brought about by factors over which I, nor they, had any control. Financing myself over this period of the depression was a dilemna and there was a question as to what I should do, not only for myself but those involved and associated with me and we decided to work our timbers.

In the meantime the timber that I had already acquired in years back, I had been leasing and contracting with various places, and at this time I have some timber being worked on a percentage basis. I might say further that I am not associated with any dealer, any factor or any other agency, financially or otherwise except through the bonds and claims of friendship. My farmers on my own farms, the farmers who happened to have obtained credit from our concern, became virtually bankrupt. Since cotton and tobacco have failed and they were the commodities that we had considered our cash crop and since turpentine, although low did offer a cash return, we decided to operate our holdings rather than to lease or rent.

Accordingly, we installed a distilling plant last winter. We ran our first charge in May. We furnished the facilities for putting up cups on timbers over which we had mortgages or deeds to secure debt, which is in effect the same, with the understanding that the owner or the farmer who owned an equity on that property would live there and operate his farm as best he may, of course living off cotton and tobacco and other cash crops and he would work a certain number of faces, varying according to his ability and the size of his family and their ability to work. That arrangement involved a certain percentage to be applied on his obligation to us which was supposed to represent the basic lease value of his holding, perhaps twenty five percent was the usual percent we required, giving him seventy five percent for the operation of his faces from which for his labor he received living expenses and paid for the installation of his cups.

THE PRESIDING OFFICER: Mr. Booth, what would interest us at this time is this, are you opposed to any marketing agreement?

THE WITNESS: I was just about to get to that.

THE PRESIDING OFFICER: Will you please sum up as quickly as possible and let us have you objection to the agreement.

THE WITNESS: I am opposed to it I guess, on the strength of this statement, that it would tend to disrupt the progress of the successful operation in my opinion.

MR. SESSIONS: Why do you believe that would be the case?

THE WITNESS: Because of all the industries I am in any manner associated or connected or have contact with, there is no industry at this time that has such promise of an emergence from the depression and depressed condition as the turpentine industry and that is justified in my opinion by the statistical position already presented in the record at this hearing and it is rather further enforced by the change in lumber conditions. The lumber supply will not be as abundant as it has been. Not only because of the relief program, direct relief I should say, but because of the prospects that in the offing we may have a harvest from the general development of the general recovery program involving great expenditures for public works in general, public buildings and great enterprises which will involve if carried to a successful issue a greater consumption of products than we have had in the past three years. Our statistical position with a prospect of possible harvest; while it was brought out in the record by those supporting the agreement that our expenses have recently increased, we admit that but they always do when we put on an expansion movement for productionin any line and this increase results from commodity increases of the stuff we have to buy that enters into our consumption and we certainly, unless we had some method of price fixing, could not expect to get the rebound in price over night, and we are hoping for

another season with reasonable profits. Certainly this recovery program if it materializes to any considerable extent, to which we are all assenting, certainly there will be an improvement in the demand for our product. More paints and varnishes will be required in an increased building program but we certainly could not expect this return immediately.

THE PRESIDING OFFICER: Your objection is that you think the agreement is not needed?

THE WITNESS: That it is not needed and will tend to disrupt the industry and will complicate the position of the real producer of turpentine.

MR. SESSIONS: Who do you call the "real" producer of turpentine as opposed to an unreal producer?

THE WITNESS: The man who owns the farm and the man who cultivates the wheat, tobacco and cotton I class as producers. They are jointly interested in the operation. The man who owns the timber and lots it at a percent or rather contracts a lease for operation, in my opinion is jointly interested and should be joined up as a co-producer because of the operation of that timber, either successful or unsuccessful operation will be reflected in his income from his investment and I do not know of any other factor that enters into the situation more than the necessity for financing and easing up the strain upon the timber owner whether produced directly or whether he has an operator.

MR. SESSIONS: Do you agree with the material that was brought out yesterday on the record tending to show that there have been cycles of production and as each new channel of consumptive demand was opened up there was a corresponding rebound in production which submerged the new consumptive channel?

THE WITNESS: Yes.

MR. SESSIONS: Now, or have here a recovery program that you have re-

ferred to which opens new avenues and new channels for paint, soaps and varnishes, can you anticipate that on the hope of the increased consumptive demand there would be an equal rebound here, would not history repeat itself in this instance?

THE WITNESS: Largely it may be true and then it may not be true. Economic conditions and the ease with which we can finance or fail to finance as the case may be has a lot to do with it.

MR. SESSIONS: You have started this operation just in the last year?

THE WITNESS: Yes.

MR. SESSIONS: Did you start that operation in contemplation of this general recovery program and in anticipation of the new consumptive channels, is that what started you?

THE WITNESS: I am glad you asked that. I started that operation as I stated, because our supply business had vanished because we could not finance it because the basis for financing had evaporated, the farmer had no credit. His produce did not bring the cost of production and we could not get money from the banks to loan to the farmer when it was easily seen that he was in worse condition at the end of the season than he was at the beginning. To be perfectly frank with you I didn't look upon the turpentine proposition as attractive but because of the necessity of paying taxes on the property we were in charge of and in which we had an equity and because of taking care of certain interest charges as a result of loans against that property and because we had a lot of people on our own farms, and on the farms in our section, we traded in a very large area, it was necessary for the people to have some sort of livelihood and we entered into it in cooperation with them for the purpose of saving ourselves and saving them, our customers and those in whom we were interested.

MR. PETERSON: You mean a number of people who are now working your

trees were your farmer customers in the farm store who are indebted to you?

THE WITNESS: Yes.

MR. PATTERSON: And you saw an opportunity to liquidate your debts and help these people get along?

THE WITNESS: Yes. We had people making cotton and tobacco for years who are not making any now except in very limited quantities, where their family can produce by operating one or more of the timber through the summer with a cash income on which to live, while they make food crops from the garden, poultry and pigs for a winter living and our proposition was not merely in anticipation of any recovery program but with the sole view of getting through a most difficult situation, helping us not only with our holdings, but also helping our friends and customers who have gone along with us and who are going and had gone under. It was really a lifesaver.

MR. SESSIONS: You can conceive of people who wouldn't otherwise produce turpentine who would be inclined to do so on the hope of the recovery program?

THE WITNESS: That is entirely in the range of probability and I say this, that the timber owner, large and small, and of course, the farmer, have a an opportunity to refinance his mortgage on his farm. His timber is not considered in that valuation by the appraiser with the possible value of supplying wood in a farm operation and grazing for his stock. Under the Act and under the plan they don't count it in. There are others who have tracts of timber land on which there are no farms and no place for us in refinancing and alleviation of a strained condition so we have to operate the timber in order to pay taxes. We have overhead expenses and the cost of protection and insurance. I am a member of the Georgia Forest Service.

MR. SESSIONS: In your personal opinion as an operator and as a

financier what is your opinion as an operator and as a financier what is your opinion on this point? A necessity for some stabilizing agency in view of this possible increased consumption demand?

THE WITNESS: I have been watching the operation of the naval stores industry in business because of my timber holdings and my direct interest is due to the fact that it is my only outlet for my investment. Logging and saw-mill operations are there and---

MR. SESSIONS: Do you think that a lot of farmers would begin to operate who otherwise would not operate?

THE WITNESS: I do not, no sir. Insofar as my knowledge goes that farmer at this time, those who have been operating instead of leasing to operators---that has been happening for the last three or four years, as fast as their leases or contracts for leases expired they are terminated and they take over the operation themselves, either on a percentage basis or work it themselves, whatever their holdings may be.

MR. PETERSON: Mr. Booth, I should say up to now you have given one definite reason why you are opposed to any marketing agreement and that is that it would restrict you and your co-workers in the development of the products in mind. Can you give us other reasons?

THE WITNESS: I might say right there because of the extent of possible over production or under consumption, whichever it might be, I did not allow the cups on my timber for five years so as not to let the timber grow but also to conserve it and until it could bring a better return and I feel that any marketing agreement would lead to ---

MR. PETERSON: Didn't that limit your production?

THE WITNESS: We have always considered old Fincky the home of the turpentine pine, long leaf and slash pine. And I don't know of any place under the sun where it grows so easily and so abundantly as in that section

and there is no industry upon which our people are so dependent as this. And I believe this agreement would hamper and ham-string the operation not only of the people whom I represent but of the entire industry.

Now, it has been said about the factors and the dealers and the operators and it is my candid opinion after association in this business not as a naval stores producer but as a merchant and trader dealing with turpentine people and coming in contact with factors and turpentine dippers and chippers who have been my customers and friends, as well as the farmer timber owner, upon whose timber return I have depended on for collection more than anything else, that there has not been any disposition on the part of the factors even in prosperous times to obtain an over production. Of course, they have the pull of their producers who want to make more money and many factors that are present in all operations where there is a possible opportunity of profit presented, but my opinion is with the experience of all parties at interest and with the statistical position of the industry as it is, that it would operate more equitably and efficiently for the benefit of the real party in interest who is the man who owns the timber and the man who does the work, to leave it alone. Now, we would never object to a benevelent cooperation. We have tried cooperation among our turpentine farmers and cotton and tobacco farmers and any advice or any help we might get would be all right but when we have a licensing agreement or a licensing system that sets up some authority to distate, not suggest, but to dictate what we shall do and produce and what our quota shall be, then we are subject to an intermeddling influence that will tend in my opinion, to disrupt the industry and disorganise it and make recovery farther in the future then it appears at the present time.

MR. SESSIONS: Are you in favor of conservative laws?

THE WITNESS: Yes.

MR. SESSIONS: Are you in favor of conservative laws that would limit the size of the tree that might be cut, the number of faces and the streaks and the streaking season?

THE WITNESS: No, I am not in favor of that kind of law. That is an ideal.

MR. SESSIONS: Do you think there would be any difficulty in enforcing it?

THE WITNESS: Yes, on the same basis of my objection to any marketing agreement, there would be the same objection to such a law. Of course a law without teeth is not a law.

MR. SESSIONS: You are, I take it, from having withheld the cups five years, a conservationist at heart?

THE WITNESS: Yes.

MR. SESSIONS: And in your own community you have endeavored to control production to a certain extent insofar as you exercise any person initiative?

THE WITNESS: Yes.

MR. SESSIONS: Representing that kind of person, do you feel that you would be penalized for your good work, by any basis of allocation that would take an average over the past few years? You are exercising your present influence and withholding the number of cups placed on the trees and that would not enable you to benefit if the allotment were based on the years when you were so withholding those cups?

THE WITNESS: That is true. I would be in line for an allotment because I did not begin operation under the present system until last year. We were not as well up or completely well up, not as well up on reforestation and on thinning and sizes and so on a few years ago as we are now. A great many of our holdings and this is common to our entire area, we have

allowed to grow up there a good many trees in some sections entirely thicker than they should have been, depending on nature to kill the small ones which has retarded our growth, but today we have trees standing as thick again as they should for the most efficient and successful production. Yet it would be a terrible loss to cut out the nine inch and ten inch and twelve inch trees because they are thick. The method I am pursuing is to put on a dozen trees where there whould be six trees and I put up six trees at nine inches and sometimes eight inches because they should be cut out anyway, against the day when these shall be worked out and the tree will dry face then we will cut it out and use it for fuel in order to protect the other timber and as a protective measure in the event of wild fire. I concede that sometimes it is feasible and advisable to work undersized timber.

MR. SESSIONS: Then this would prevent your thinning operations?

THE WITNESS: Yes, it is a process of thinning, an elimination of the trees that should not be there.

THE PRESIDING OFFICER: I think we have your objection. Have you anything further to say?

THE WITNESS: I should say further that I am opposed to it because our present facilities for handling the situation with the exception of a more equitable and easier financing arrangement which we hope to get in the near future, our congressman from the turpentine producing states are committed to that policy, the same system of financing as will help the farmers, and our facilities for handling, financing and operation is materially between the factor, the large operator, the smaller operator and the actual worker, the timber owner and worker, and it seems to me it would be a mistake to disrupt it.

THE PRESIDING OFFICER: For the conservation of time, can you sum up briefly if you have any further objection to the agreement?

THE WITNESS: I would say further that the working of undersized timber, that largely takes care of itself a man who does it does it at an economic loss. Our people have discovered that as never before because within the last three years they have been counting the cost to determine their income and their possible profit from operation more than ever before. I should say that as I stated, I am opposed to any marketing agreement because it would tend to disrupt an industry that now promises recovery under its present plan of management and operation.

I am opposed to it because I believe it is not capable of equitable adjustment with the various factors engaged in production as explained without an intermeddling system that would disrupt the whole process and which would leave us in chaos.

MR. SPARHAWK: You said that you think this working of small trees has taken care of itself. What percent of the production in your territory comes from the trees under nine inches we will say?

THE WITNESS: I should say at this time not exceeding ten per cent. That is an estimate of course and I might state that in my opinion that is very much smaller than it was five years ago.

THE PRESIDING OFFICER: I think we have your point of view, thank you sir.

E. C. HUGHES, of Mobile, Alabama, being duly sworn, by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration testified as follows:

THE WITNESS: I am a producer partially, a factor and a dealer too, in a way.

I have very little to say or to add to what Mr. Keenan has stated. He has expressed my views. I wish to add however, that I have a certain amount of business that does not coincide with his.

I came here primarily to represent the small producer who are my customers. A great many of them buy from the small fellows he referred to and under this agreement it is practically impossible, or I should say impractical, for the poor fellow to follow the lines laid down.

To begin with he would have to make application setting forth his proof of lease, he would have to submit proof that he was able to finance himself and that he can make the number of barrels of turpentine that he represents

A great many of these fellows are ignorant, as a matter of fact if you told some of them he had to buy a tag for his own timber he would want to shoot you. He thinks he can do as he pleases. I do business with a great many men who buy their crude from these people. There is a gentleman here who handles probably one thousand barrels of turpentine a year. I don't suppose he makes himself more than a hundred and fifty. He buys it all from that class of man. Now you might say he is the man to prepare those fellows' applications and help them but he cannot do it for this reason; when that man comes to town he will not make enough to make more than a unit a season, twenty of them don't make over two units a season. He will come to a town in Mississippi with a wagon and say "How much are you paying for crude today?" and he will say "$2.75". "Oh", he says, "Mr. Battles paid $3.00." "Well, I can't pay it" and off he goes. Next week the other gentleman may raise his price and so he keeps it. He may go up to Buccatana and sell it there and this gentleman cannot afford to put up the money or take any chance because he don't know whether or where he will sell next. He is the most independent man in the world. Those little fellows will all be put out of business and there are hundreds of them as Mr. Keenan told you.

MR. PETERSON: Why do you feel that way?

THE WITNESS: Well, they would not know how to make out this application and under the terms of this agreement he would have to make it out within

a certain number of days. I will bet you 90% don't know that such an agreement is being contemplated. They don't take the newspaper or there is no way for him to know unless you go out in the woods and tell him and then he would think you are putting something over on him and he would tell you he would do as he pleases with his own products. I have plenty of customers the same way. I am situated exactly that way. I don't see how this agreement drawn this way can be made to apply to the small man.

MR. PETERSON: I understood you to say you are opposed to this agreement because the small producer would not know how to fill out the application.

THE WITNESS: Not only that, that is not the only reason I object to it. These men feel it is their own timber and they can do what they please with it.

THE PRESIDING OFFICER: You are offering an objection at this stage to any marketing agreement. Are you opposed to any marketing agreement?

THE WITNESS: Pretty nearly, yes, I will say this. You might probably have one that I would be willing to go along with, I will say that.

THE PRESIDING OFFICER: Can you give us some method which would work with this one?

THE WITNESS: I think those men should be excepted. Any small man who works less than five crops should be excepted. You see a man who makes two hundred barrels of turpentine it is hard living on less than that, and if you cut him down it is a real hardship on him. The large producer it doesn't matter so much.

MR. PETERSON: Do you think that for the industry as a whole there should be a marketing agreement?

THE WITNESS: My idea is that there should be none. We are doing fairly well, there has been a decided improvement this past year and they seem to be content to go along as they are. I don't see the necessity. Your conditions will regulate the crops largely. We have had good weather this year

and the reconstruction work is starting, the articles in the newspapers say that labor is getting 40¢ an hour for unskilled labor and $1.00 for skilled labor. A naval stores producer cannot pay those prices and the labor situation will control the crops.

THE PRESIDING OFFICER: Do you feel under the present arrangement without any agreement, do you feel that the people from whom you are buying are making a fair margin of profit?

THE WITNESS: Yes, I think so. I really had no information on this and I had no idea of coming until late Saturday so I didn't bring any figures with me thatI should have but I do know that for 1931 and 1932 conditions were terrible ---

MR. PETERSON: May I interrupt. You said you didn't intend to come until late Saturday, you were persuaded to come?

THE WITNESS: Yes, I was persuaded to come.

MR. PETERSON: Who persuaded you to come?

THE PRESIDING OFFICER: I don't believe that is material.

THE WITNESS: A man asked me to come and represent him.

MR. PETERSON: You felt you wanted to represent the small producer in your section?

THE WITNESS: Yes, if they don't succeed I can't succeed.

MR. SESSIONS: Do you think that your objection to any marketing agreem nt would be removed if the small producer, the one working between four hundred and five hundred crops would be excepted?

THE WITNESS: No, there are other things. I have an operator who made last season 83 barrels of turpentine. He succeeded in getting some timber and he produced this season six hundred and forty four barrels so far. Now, that timber is paid for. Under the agreement he would have to take the average for

the two years and the crop would be cut down to less than three hundred barrels and that man has paid for his timber in good faith to work it for four years and he told me if he can only work half of it it will be pretty hard on him.

MR. SESSIONS: Would there be---

THE WITNESS: There is another reason. Here is a man who made one hundred and seventeen last year and three hundred this year. He has done the same thing. He is more in debt and he cannot pay his debts unless he works that timber, it takes every cent he makes to pay up. I say that the smaller operator has not been considered.

MR. SESSIONS: And your impression is that between four and five crops would represent the small producer who should be excepted?

THE WITNESS: Yes.

MR. SESSIONS: Would you care to guess at what percent of the producers whom you represent come into that class?

THE WITNESS: I can pretty nearly tell you. I have a list here. A man who has twenty barrels, and one a hundred and twenty eight and the next one fifty and the next one three seventy four. That is over. The next one is thirty and here is one one hundred and fifty three. The next one is four fifty eight. That is over. Here is one for two seventy seven which is over and thirty eight is the next one. The next one if four nineteen, the next one one hundred and seven, the next one one sixty five. Here is another one one thirty six. And another one one hundred and six. Here is another one one seventy-six, another seventy three. Another four hundred and eight. Another one one hundred and seventeen. As a matter of fact he has increased this year. These are last year's figures. He will make this year three hundred and he will be over. The next fellow will make seven hundred this year and he is out. The next man

is one hundred and sixty five and the next one hundred and seventy-nine. A great many of these fellows don't make it themselves but buy the crude.

MR. SESSIONS: Buy the crude?

THE WITNESS: Yes.

DR. VEITCH: How many on that list?

THE WITNESS: I have some here that are not my customers.

DR. VEITCH: I mean your customers.

THE WITNESS: Let me see. 22, I believe it is.

DR. VEITCH: And you refer to the small producer being the small customer, that is fifteen out of twenty-two?

THE WITNESS: I have some here that are not my own customers.

MR. PETERSON: How many of those read over the limit are not your customers?

THE WITNESS: I excepted three, I didn't read them.

MR. PETERSON: Then there are sixteen under and six above?

THE WITNESS: Whatever it is, I didn't count them myself. I think Mr. Keenan's idea of reducing the crop by size of the timber is excellent. I understand that to be in the agreement.

THE PRESIDING OFFICER: It may be offered later by way of an amendment.

THE WITNESS: That should be done, it will reduce the crop a great deal. I don't mean that a man should throw away the six inch stuff, that would be foolish but don't let him hang any more.

MR. SESSIONS: Would such an amendment cure your objection to the agreement?

THE WITNESS: Partially. I think the agreement is impractical of enforcement, I don't object to all agreements but I do object to this agreement specifically. I don't believe the agreement is fair to all.

THE PRESIDING OFFICER: We will come to that a little later but I understood you wanted to leave and we are making an exception to hear you on this point.

THE WITNESS: Yes sir.

MR. SESSIONS: DO you believe that the offering of an amendment curing that would eliminate to a large part your objections to the agreement?

THE WITNESS: Not entirely, for instance, there were eighty three last year and seven hundred this year. Now that man is a heavy loser if it goes through. He loses half of his business that he has already paid for.

THE PRESIDING OFFICER: Can you offer something that would satisfy you?

THE WITNESS: Well, I think we should all get together, I haven't had time. I haven't been consulted, in fact no one in my territory has been consulted.

THE PRESIDING OFFICER: It would be the finest thing for the industry if you gentlemen could get together.

THE WITNESS: I don't believe it could be done. I have never seen any kind of an agreement that would work. A few years ago we had a cooperative association and we are just getting over it. I don't think it is practical sir, that is my idea.

MR. SESSIONS: But you are in favor of conservation laws?

THE WITNES:: Yes.

MR. SESSIONS: That would limit the size of the tree that could be cut?

THE WITNESS: Yes.

MR. SESSIONS: And the number of faces that each tree would have?

THE WITNESS: By all means.

MR. SESSIONS: And you would also limit the seasons when streaking would take place?

THE WITNESS: I differ with Keenan on that. It depends on the weather.

One season you commence earlier than in another and somtimes you can continue right through without taking scrape. This season they are getting the scrape off very late. The weather has been excellent and they are still chipping as a matter of fact.

MR. SESSIONS: You would then favor a law regulating the size of the tree and the number of faces on the tree?

THE WITNESS: Oh yes, by all means.

MR. SESSIONS: And do you think that could be enforced?

THE WITNESS: I think it would be the easiest law in the world to enforce for the reason that the minute you were to tell Dr. Veitch that he could only work a nine inch or a ten inch tree he becomes a policeman and he will see that the man next door doesn't work any different.

MR. SESSIONS: And you think that the farmers generally would favor it?

MR. WITNESS: I believe they would. Of course there are a few who have never figured it out and would oppose it but in the end it would be to their interest and they will be for it. I think the Government has figures on that. It has been shown that it is not profitable under nine inches or ten inches. The Government took the various sized trees and worked the crops and figured out how much was made and I think under nine inches or ten inches it was unprofitable.

MR. SESSIONS: Would the average farmer think it was meddling if he was to be told the size of the tree and the number of faces on the tree that he could work?

THE WITNESS: I suppose a number of them would. If they could be educated to realize that they were not being taken advantage of. If he sees that his neighbor is doing the same thing he is pretty reasonable and fair.

MR. SESSIONS: By the same token then, with an agreement which could be worked out so as to consider all parties, wouldn't the average farmer look upon that as a conservation measure that would put all people on a working basis?

THE WITNESS: I think so. I am willing to go along on any agreement to conserve the timber and I think all people would be agreeable, I know it will be for me. They are working timber now that is not profitable.

MR. DELAHANTY: I don't see why you object to limiting the season for streaking.

THE WITNESS: I would not object absolutely but I think it would be a mistake because the seasons vary. In some seasons you could chip in February and sometimes in March and then you have to work later or stop earlier, it all depends, and I think the number of streaks would regulate that.

MR. DELAHANTY: Suppose you would say that if you started early streaking you could continue for an eight month period.

THE WITNESS: I think that is unnecessary.

MR. DELAHANTY: But it would make a difference in the actual number of barrels produced?

THE WITNESS: You would regulate the amount of timber worked that year and you would regulate the crop. The limit is 32 streaks, it doesn't matter whether he starts in February or March.

MR. DELAHANTY: Then you favor limiting the number of streaks?

THE WITNESS: Yes.

MR. DELAHANTY: That in substance would be the same thing?

THE WITNESS: Yes, that would be the best way to govern it.

MR. SESSIONS: Do I understand you right on this point, that the average producer would not object so much to the fact that someone was

meddling in his business but rather that it would work harship in individual cases?

THE WITNESS: Yes, but they do object to meddling in their business, and yet if you show him that he is losing money by working the trees, you can convert the man too. They don't like to be told what to do, that is all.

MR. SESSIONS: You finance the dealings with your customers?

THE WITNESS: I do not all of them, just those who require it.

MR. SESSIONS: And do you buy their products outright?

THE WITNESS: Yes, no I cannot say that. The stuff coming into ports I sell and give them the returns. I load on the H & O Tank Cars and there I buy outright but it is based on the Savannah market and I think as someone testified, we consider the market when 25% of the receipts have been sold. If one hundred are offered and twenty five sold that is a trading market.

MR. SESSIONS: And do you base your price to the producer on the Savannah market?

THE WITNESS: Yes, we take into consideration the barrel and I agree with him in advance what it is. We do it verbally.

MR. SESSIONS: What would the differential in price usually amount to per unit?

THE WITNESS: It depends upon the price of barrels, six cents to eight cents, the barrels vary. They are $3.25 now and in Pensacola $2.85 because of the cooperage shops there and we take into consideration the freight rate to the port. As a usual rule the man who sells in bulk does better than the one who sends it to the port. He has no part charges or yard charges.

MR. SESSIONS: And what does that differential usually amount to?

THE WITNESS: I don't exactly understand the question. It amo nts to from six cents to eight cents. That would be $3.00 to $4.00 per barrel, the Savannah market is quoted turpentine in barrels. Pensacola $2.85 and Mobile $3.25.

MR. PETERSON: You said something a moment ago that I would like to clear up. Your price is based on the base price at Savannah, is that right?

THE WITNESS: Yes.

MR. PETERSON: That is if twenty five percent of the product offered at the market that day is sold?

THE WITNESS: Yes.

MR. PETERSON: Can you give us a typical day, the amount of products that comes into the Savannah market, and what percentage is offered on the market itself?

THE WITNESS: No, I cannot say, I don't keep track of that. I am interested only in the number of barrels sold to see if I have a

market and I have no figures on that at all. I suppose it can be gotten from the Savannah Board of Trade better than I could get that.

THE PRESIDING OFFICER: Thank you sir.

E. L. MEADOWS, of Vidalia, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: Before I start, I would like to ask the Chairman if it would be practical to ask the operators who are present here, how many of them in this audience based on the proposed marketing agreement would have had an increase in 1934, with say a twenty percent decrease on this years average production, how many would have an increase next year. I say there is a nigger in the woodpile somewhere. There is one shoe that is pinching a lot of us. Some folks are going to make a big increase and some folks are going to go broke on the same proposition. I believe if this Committee would go back to Washington with the real facts in their minds --

THE PRESIDING OFFICER: That is what we want.

THE WITNESS: Then justice could be done.

MR. PETERSON: If there are any real facts that you can state we will be glad to have them.

THE WITNESS: I am opposed to this marketing agreement. I cannot think of all of my reasons right now. But I can think of one, several years ago I had a son who had a turpentine place. He operated this little place for several years and in the meantime I began to buy up timber and to open up a place myself. I don't know just at that point, whether you would construe the place I am interested in as a new

place or how you would look at it. The only thing I do know is if this thing goes through as proposed, I will give you the figures and you can guess the answers. This boy made for the previous six years 446 barrels average, I don't know what his production was to start with, but it was very small and last year he was able to build it up to 900 and some barrels. This year he will make, owed for or paid for, at least something over 1900 barrels. I will let anybody answer what will happen if this thing goes through as proposed. There are other cases and I wish you would try to find out some of them who started six years ago and with an operation of one thousand barrels --- when I started --- I mean that is what the proposition is based on, that would gradually work it down to 250 barrels. Then there are others, there is another operator who started six years ago and who ran his operations up to one thousand barrels. You get the same answer and the same proportion as to the amount of stuff he can make this year. Whereas the first man would be increased one hundred percent and the second man would be cut 55 percent, I will modify it a little bit and say 90 percent and 55 percent. I think if this thing should go through, that something should be worked out to take care of extreme cases like that. I am not going to take long talking. I had a lot of things to say but I kept cutting them down as I don't want to take up too much of your time. I believe I will quit.

THE PRESIDING OFFICER: Thank you sir.

THE WITNESS: Excuse me, I don't believe I will quit right now. There is a feature in our section that Mr. Keenan and the gentleman from Mobile covered right well. We live in a section where there is lots

and lots of stuff made by the small farmer, the man who owns the land or leases it. That runs from one barrel or more. It is really not very much more than that, say twenty barrels is as high as it will run and I agree with what both these gentlemen said about the small man, the man who really wouldn't know what happened until it was all over.

THE PRESIDING OFFICER: You said there was a nigger in the woodpile, may be you ran him out but I don't see him.

THE WITNESS: You didn't ask the question that I asked you to. If you will you will find him.

THE PRESIDING OFFICER: That is a little out of order.

THE WITNESS: I know it is.

THE PRESIDING OFFICER: We are glad to have these people present anything they may have.

THE WITNESS: The man who gets an increase is all for it, of course.

MR. SESSIONS: Would your objection to this agreement as proposed, be removed if the suggestion made was followed, that is to make exceptions in the case of the small producer, those working between four and five crops?

THE WITNESS: Under government control, that is what you mean. I mean a marketing agreement controlled by the government.

MR. SESSIONS: Are you in favor of a conservation measure?

THE WITNESS: What do you mean?

MR. SESSIONS: You have been present all morning, haven't you?

THE WITNESS: It has been used several times.

MR. SESSIONS: I mean the same thing now. I repeat the question, are you in favor of a conservation measure?

THE WITNESS: Yes.

MR. SESSIONS: A conservation measure which would limit the size of the tree cut.

THE WITNESS: Yes.

MR. SESSIONS: And the number of faces on the trees.

THE WITNESS: Yes, I am.

Mr. SESSIONS: That is what.

THE WITNESS: That is that?

MR. SESSIONS: That is the conservation measure.

THE WITNESS: There are other conservations, forest conservations and other conservations.

MR. SESSIONS: That is what I understand as to the meaning of the word conservation, there is nothing obscure in the question.

THE WITNESS: Pardon me, I will answer that and say that I am.

MR. SESSIONS: Thank you, that is all.

(At this point a recess was declared until 2 o'clock p.m.)

HEARING RESUMED.

MR. REESE: May I make an inquiry at this point?

THE PRESIDING OFFICER: You may.

MR. REESE: Will the ten days that is allowed within which briefs may be filed date from yesterday or the adjournment of the hearing?

THE PRESIDING OFFICER: The ten days date from the closing of the hearing.

MR. REESE: Thank you.

THE PRESIDING OFFICER: I think the usual method is to exclude the first and include the last day. In addition to that, I wish to request if it is possible that you send in five copies of your brief if you can do that without too much inconvenience.

MR. REESE: Shall I supply two additional copies of the three filed?

THE PRESIDING OFFICER: If you can.

MR. REESE: I will be happy to.

THE PRESIDING OFFICER: There is one addition I would like to make to the information supplied so far as there has been considerable contention as to what we are trying to get at. We are only so far considering the general proposition of whether there should be marketing agreement at all or not. If we are finished with the objections to any agreement at all, we can get into what is trying to be done here and those opposed to this agreement. Before we go further and in order to help those who may be objecting to any agree-

ment at all, there are amendments which will be offered to the proposed agreement and it might be well if they were called to your attention at this time probably in an informal way.

MR. JULIAN LANGNER: I would like to read this and offer same in evidence. Amendment to Section 1, paragraph H, I desire to substitute the present definition for the following: "The term "Contracting Processor" shall mean any person handling, or separating crude gum, oleoresin, for its derivatives gum turpentine and gum rosin."

Amendment to Section 1, paragraph H received in evidence and marked Exhibit 19.

Exhibit 19

GUM TURPENTINE & ROSIN

AMENDMENT TO SECTION 1 - PARAGRAPH "H".

Substitute the present definition for the following:

The term "Contracting Processor" shall mean any person handling, or separating crude gum, oleoresin, for its derivatives gum turpentine and gum rosin.

MR. LANGNER: In section 2a of Exhibit B, at the end of the first sentence on line three substitute a semi-colon for the period and add: "provided that if, on November 20th, 1933, any processor is the lessee of timber, the terms of whose lease requires working a minimum number of crops, then the allotment to such Processor shall be in accordance with the provisions of such lease."

Amendment to Section 2-a of Exhibit B received in evidence and marked Exhibit 20

Exhibit 20

GUM TURPENTINE & ROSIN

AMENDMENT TO PROPOSED AGREEMENT

In Section 2-a of EXHIBIT B .....

At the end of the first sentence on line three substitute a semi-colon for the period and add:

"provided that if, on November 20th, 1933, any Processor is the lessee of timber, the terms of whose lease requires working a minimum number of crops, then the allotment to such Processor shall be in accordance with the provisions of such lease."

I offer an amendment to Section 5 of Exhibit B. Marketing quotas. At the end of the paragraph add the following sentence:

"If a person is processing gum turpentine and gum rosin at separate locations, the Control Committee shall allot to each location separately the percentage to be processed at each location."

Amendment to Section 5 of Exhibit B Marketing quotas, received in evidence and marked Exhibit 21.

Exhibit 21

GUM TURPENTINE & ROSIN

AMENDMENT TO SECTION 5 OF EXHIBIT B.

MARKETING QUOTAS.

At the end of the paragraph add the following sentence:

"If a person is processing gum turpentine and gum rosin at separate locations, the Control Committee shall allot to each location separately the percentage to be processed at each location."

Proposed amendment. New Article. "The Contracting Processors agree not to sell gum turpentine and gum rosin derived from crude gum taken from any living pine tree less than 9" in diameter at a point 4½ feet above the ground or any living pine tree working more than one face at the same time, which tree is less than 14" in diameter at a point 4½ feet above the ground; provided, however, exceptions to the above restrictions may be allowed under such conditions as may be approved by the Control Committee and the Secretary, and provided that the provisions of this Section shall not apply to any lease or contract or to any living pine trees producing crude gum in conflict with the provisions of this paragraph upon the effective date of this agreement."

New Article--Proposed Amendment received in evidence and marked Exhibit 22.

Exhibit 22.

GUM TURPENTINE & ROSIN PROPOSED AMENDMENT.

"The Contracting Processors agree not to sell gum turpentine and gum rosin derived from crude gum taken from any living pine tree less than 9" in diameter at a point 4½ feet above the ground or any living pine tree working more than one face at the same time, which tree is less than 14" in diameter at a point 4½ feet above the ground; provided, however, exceptions to the above restrictions may be allowed under such conditions as may be approved by the Control Committee and the Secretary, and provided that the provisions of this Section shall not apply to any lease or contract or to any living pine trees producing crude gum in conflict with the provisions of this paragraph upon the effective date of this agreement."

New Article--Proposed Amendment.

"Each Contracting Processor hereby applies for and consents to licensing by the Secretary, pursuant to the Act, subject to terms and conditions not inconsistent with this agreement, provided such licenses extend to all Processors of gum turpentine and gum rosin and all competing turpentine and rosin."

New Article--Proposed Amendment received in evidence and marked Exhibit 23.

Exhibit 23.

GUM TURPENTINE & ROSIN PROPOSED AMENDMENT.

"Each Contracting Processor hereby applies for and consents to licensing by the Secretary, pursuant to the Act, subject to terms and conditions not inconsistent with this agreement, provided such licenses extend to all Processors of gum turpentine and gum rosin and all competing turpentine and rosin."

New Article--Amendment to Proposed Agreement.

"Each Contracting Processor agrees upon the request of the Control Committee, to offer for sale on the Jacksonville or Savannah Boards of Trade any unsold gum turpentine or gum rosin delivered by him for sale for his account to public warehouses at Savannah, Georgia, or Jacksonville, Florida."

New Article--Amendment to Proposed Agreement received in evidence and marked Exhibit 24.

Exhibit 24.

GUM TURPENTINE AND ROSIN AMENDMENT TO PROPOSED AGREEMENT

Each Contracting Processor agrees upon the request of the Control Committee, to offer for sale on the Jacksonville or Savannah Boards of Trade any unsold gum turpentine or gum rosin delivered by him for sale for his account to public warehouses at Savannah, Georgia, or Jacksonville, Florida.

The proponents committee met at noon today in order to clear up what they thought might be a misunderstanding and passed a short resolution which I would like to read.

"The Proponents Committee is not irrevocably committed to any method of allocation of quotas. If this hearing develops that the proposed method of allocation is unfair the Committee will support any fairer method of allocation."

(Applause)

THE PRESIDING OFFICER: Are there any others who are opposed to any marketing agreement at all before we leave this stage of the hearing?

O. T. McINTOSH, Southern States Naval Stores Company, and The Carolina Land Company of Savannah, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Administration, testified as follows:

THE WITNESS: Mr. Chairman and gentlemen. While very little can be said that has not already been said by the objectors toward a marketing agreement, I do not feel that I can refrain from expressing my objection to any marketing agreement that carries with it any coercive method over a producer of naval stores. It is attempted in the general provisions of this proposed marketing agreement to limit the right of a man to do business, to set up a dictatorial body that has the power of life and death under the terms of the agreement over those now engaged in business. There is not one thing in the Agricultural Adjustment Act by a most careful reading by a layman, whatever might appear in it to a legal mind, that in anyway conveys anything by which we might conceive the idea that we can tell a producer how much he may produce or whether he may produce at all, or require him to have in his possession worldly goods, money or otherwise, before he is allowed to produce at all.

Our Government is seeking to put men back to work. The apparent attempt in this agreement is to put them out of work, to reduce the number to be employed. I am not going to attempt to argue the provisions of the measure, I have no right to do so but I just desire to say in these few words that I am opposed to any measure by which any coercion is placed upon a producer of an agricultural commodity.

MR. SESSIONS: The Southern Naval Stores Company is a factorage house?

THE WITNESS: Yes

MR. SESSIONS: Located where?

THE WITNESS: Savannah, Georgia.

MR. SESSIONS: How long has it been in operation?

THE WITNESS: About twenty-seven years.

MR. SESSIONS: About twenty-seven years?

THE WITNESS: Yes.

MR. SESSIONS: How long during that time have you been connected with it?

THE WITNESS: Twenty-seven years.

MR. SESSIONS: Did you organize the company?

THE WITNESS: I did.

MR. SESSIONS: Do you operate, do you finance the various producers through the factorage house, through deeds to secure debt?

THE WITNESS: Yes, to some extent.

MR. SESSIONS: Are the majority of your producers in default?

THE WITNESS: I would say perhaps fifty percent of them are in default.

MR. SESSIONS: Are you in favor of conservation measures in the sense in which the term has been discussed this morning?

THE WITNESS: I am in favor of conservation measures but in that regard there is some misunderstanding about what a true conservation measure might imply. We have heard here this morning for instance, that it would be desirable only to work certain sizes of timber. That is not invariably true. It is ttue today that at least hundreds of land owners have adopted some measure of reforestation either by planting

the pine or protecting the land from fire, especially in the slash belt, in the rapid producing slash belts we frequently have a growth on land of three or four or even five times what that land might properly support in the way of timber, or trees, if you mean by maturity a tree---

MR. SESSIONS: Do you favor the incorporation of your ideas of what would constitute, conservation measures, do you favor putting that in the form of a law?

THE WITNESS: There are so many different degrees of productivity in timber but I doubt the practicability of a scheme that would be fair as applied to the whole belt. If it could be done I would favor it.

MR. SESSIONS: You would favor a law regulating the tapping of trees providing it could be worked out equitably.

THE WITNESS: Not equitable but if I may. I will draw your attention to the peculiar conditions that arise. When you go to raise timber, it is nothing but a crop, like turnips or cabbages, and from that timber under the general system and set up you must get from it what you can so it is at best, an expensive operation with uncertain returns. Suppose for instance, I have timber at a considerable loss and if there is too much of six inch to nine inch timber on that land and it is so thick so that the land may not be strong enough to carry the timber that it grows slowly and elimination sets up, the timber growth is set back and it takes many years and your results are long deferred. The best thing would be to cut thatportion of the timber that constitutes the excess. On the other hand while it is said that timber under six to nine inches should not be cut, second growth

slash has a high productivity and will produce as much as ten to twelve inch trees in Carolina. If a man has that timber on his land he must destroy it in order to give the rest of the timber an opportunity to grow and if he can get a production from the timber before destroying it because of his money in it, he must do that, he cannot take a loss on it. If he can secure a return on the timber he is on the same basis with a man selling his second crop of potatoes, he doesn't throw it away. That condition exists and is widely prevalent and is going to be in the near future a still larger factor because we are really going into the business of raising timber.

MR. SESSIONS: Do I understand you to be opposed to conservation measures enacted by law?

THE WITNESS: I am not, if they can be so framed as to be just to all timber owners.

MR. SESSIONS: If they are just to all timber owners and those measures are then put into law, would you consider such a law to be coercive?

THE WITNESS: I fear that I would.

MR. SESSIONS: You would?

THE WITNESS: Yes.

MR. SESSIONS: So over your best judgment you would nevertheless feel that such a law would be coercive?

THE WITNESS: Yes.

MR. PTERSON: Did I understand you to say that you are here as a factor?

THE WITNESS: Yes.

MR. PETERSON: Have you any association or connection with any dealer organizations?

THE WITNESS: None at all.

MR. PETERSON: Not financially or otherwise?

THE WITNESS: No.

MR. PETERSON: You operate purely as a factor?

THE WITNESS: Yes, I am also in another company interested in the production of turpentine and also in a partnership interested in the production of turpentine.

MR. PETERSON: I wanted your opinion of the present arrangement of determining a market in Savannah and Jacksonville. Do you feel that the present arrangement of creating a market is the most satisfactory?

THE WITNESS: I feel that it is as satisfactory as the methods by which the markets for other commodities are created.

MR. PETERSON: Correct me if I am wrong. About fifteen to eighteen per cent of all the turpentine and rosin brought into the Savannah market,---of all of that only 15 or 18 per cent is sold over the market?

THE WITNESS: I should say that perhaps not more than that of the turpentine receipts, but nearly all of the rosin in my judgment is sold on the board.

MR. PETERSON: Can you tell us why it operates that way, that such a small percentage is sold over the market?

THE WITNESS: There are a great many small buyers and I can only give you my opinion, that frequently when large stocks of turpentine were placed on the board there were either not bids at all or there were not satisfactory bids and frequently the small

dealers and the larger dealers adopted the method of requesting the factor to sell him such a proportion of the receipts of that day based upon the market price. It gradually grew to be a custom amongst factors with the feeling that the small offering resulted in a better price than if the whole price had been offered.

MR. PETERSON: A better price to whom?

THE WITNESS: To the factor which means to the producer, it would be higher for 100 barrels than it would be for 1000.

MR. PETERSON: If the 1000 barrels are sold privately then it would not depress the price as if the whole 1100 had been put on the market.

THE WITNESS: It may or may not have done so.

MR. PETERSON: You would not say it was a free true market, would you?

THE WITNESS: Yes, anybody has a right to go and buy on the market and there is no favoritism shown to any particular interest and it works about as well one way as the other. At one time we agreed to put all the stuff on the board and for a few days we may have had better bids or no change on the market, which may have been due to natural causes. We found that when we put it on the boards we were confronted with lower bids for it all. There are brokers who are reputed, I am testifying but I do not like to say this but so it has been reported, that frequently brokers may get an order and may not have a great deal of capital and he might not be willing to speculate to buy in advance of his ability to make sales. He wants to buy when he gets an order and sell and say he has an order for 100 barrels of turpentine and he comes to me and asks for the 100 barrels based on the market and he must have a small margin above the current market.

He does not take the chance of being without the goods but he does take the chance of having a higher or lower market confront him.

MR. PETERSON: It is a speculating rather than a merchandising profit?

THE WITNESS: Yes, if he does secure the goods and he sold the goods and went on the market he might not be able to buy that 100 barrels of turpentine. That means this, that while it may be argued, he would have to go on the market and bid, he might not take the order and it does immediately, when the demands come to him, from a consumer or a dealer in another city who wants a thousand barrels of turpentine and if he feels he must immediately cover it, that demand does immediately appear upon the market. He buys that just then and not any time. That may be argued as an advantage but whether it is or not I don't know because on the other hand a dealer who carried considerable stocks might get an order for 100 or 1000 barrels of turpentine and sell it and ship it out of his stocks. He has the material and would not be short but he doesn't come in the market and buy that amount of turpentine to replace in his stocks, that of course, may at times affect the market if the dealer felt that by not showing on the market it might work in his favor. So the whole proposition as to private sales or public sales probably in the long run, balance themselves and I don't know if any factor has any other decided view upon the subject. The factor necessarily wants the ultimate dollar for his goods, that is he wants it for his customer and that price which we get for our customer must be in accordance with what the market is quoted on the Savannah and Jacksonville Boards of Trade.

MR. PETERSON: In that connection is the price of the naval stores sold privately through a factor to a dealer a little more than the market for that day? Or is it less?

THE WITNESS: We have sold a quantity that way this year and I believe it was quoted on the exact quotation of the market. Suppose your market closed at 42¢, it is possible you might get some turpentine and sell some on an advance if the market looks strong but that would be reflected the following day. If you thought the market was weaker you might sell less but that is rather a rare occurrence.

MR. PETERSON: In the last two or three years has it been the usual custom to sell privately on more than the market?

THE WITNESS: I can speak for my company only and I have told you that I do not recollect a single instance where it was based on other than the market. At least not more than one or two cases that I can remember.

MR. PETERSON: Would it work if a factor had a direct or close affiliated relationship with a distributor, would it be to his advantage to sell on the market or off the market, or would there be any advantage?

THE WITNESS: No advantage one way or the other I personally believe. The conditions are such that if the offerings are reasonable, it reflects the general trend of the price.

MR. PETERSON: In general, would you say for the last two or three years that the distributor has made his profits from a merchandising standpoint or from a speculative standpoint based on judgment?

THE WITNESS: That is an insinuation that I know whether they made profits or not which I don't. I would think that---

THE PRESIDING OFFICER: It is immaterial.

THE WITNESS: It is hard to distinguish.

THE PRESIDING OFFICER: You do not know, do you?

THE WITNESS: No, Sir.

THE PRESIDING OFFICER: Then we will strike it from the record.

MR. SPARHAWK: Do you attempt in any way to persuade your producers to put into effect conversation measures as to diameter limits and so forth?

THE WITNESS: I do, sir. I have for the last several years.

MR. SPARHAWK: Do you know whether that is a common practice with the other factors?

THE WITNESS: I believe they have all endeavored by all means in their power to educate and tried to get their producers to only operate timber roughly speaking nine inches and up, under conservation methods of chipping, cupping and working.

THE PRESIDING OFFICER: Thank you, sir.

H. L. KAYTON, president of the Carson Naval Stores Company, Savannah, Georgia and also Vice-President of the Timber Products Company of Cogdell, Georgia, already, sworn, testified as follows:

There is one point that I would like the privilege of clearing up because I don't think you have the right picture of the financing between producer and factor.

There has been a great deal of stress laid upon the fact that many producers are in default today. The manner of financing the producer and the arranging of notes is handled in the factor's office and those notes are arranged largely for the factor's convenience. Factorage houses, like other businesses, find it necessary at times to make loans from banks. From the middle of December to the end of April we are advancing money to the producer to rake the trees, to make new leases, to raise the cups on the old trees, to buy new or second hand cups, to pay the labor for hanging the cups and we must carry him four or six weeks during which time he streaks the trees but gathers no gum. In the spring it requires more streaks than in the season when it is warmer. A producer goes to a factor and makes arrangements for a certain amount of money. The factor, anticipating he may have to use some of those notes as collateral, arranges them to come due within the following year. It is the custom among all factorage houses to make all notes fall due within a year. Sometimes a man wishes to borrow only enough money for his winter expenses which he can pay back during the summer months. In this case we arrange the notes in such amounts and over such periods that he can gradually take them up at maturity and we expect him, of course, to liquidate them promptly.

Say we advance a man on a four year lease, we don't expect him to pay back in one year, but we arrange the notes so that they mature during the coming year, but we do not expect him to pay all of these notes so that the producer ordinarily meets a portion of his obligations during the early part of the season but later on in the year he cannot take them up and those men are in default as you

call it, but there is an understanding between the producer and the factor that those notes will be renewed and carried over into the following year.

You are holding this hearing at nearly the end of November when the current season is practically at its close and practically all notes are matured, the whole of them have matured. Now, if you had held this hearing in April after the factors had made new arrangements for the following year and all of the producers had executed new notes which would not fall due before June, none would be in default and all would have a clean slate. It is a custom in the business, and it just happens that your hearing comes when most of the men are in default as you call it.

MR. PETERSON: You mean that each year every producer clears the books with the factor?

THE WITNESS: Yes.

MR. PATTERSON: But he is not paid up, is he?

THE WITNESS: No, but new arrangements are made to carry the notes.

MR. PETERSON: Are all of the previous notes paid off?

THE WITNESS: No.

MR. PETERSON: Then they may be clean, they may not be default, but they would have a new note?

THE WITNESS: Yes, if the hearing was held in April, none would be in default.

MR. SECTIONS: Is there any stipulation in these notes as to the notes being subject to renewal?

THE WITNESS: No, but it is an understanding that has grown up in the trade and my own company has been in business over 55 years and this has been the custom of the naval stores factors all of that period. We always carry over some from year to year.

MR. SESSIONS: And there is no provision in the notes for renewal you say?

THE WITNESS: There are the usual provisions in the security paper, the security deed.

MR. SESSIONS: And how does that read, relating to renewals?

THE WITNESS: It says that this paper secures these notes which are usually set out, and any renewals thereof, and we usually renew the notes from year to year, and where there is no change in collateral we do not take new security deeds.

THE PRESIDING OFFICER: Do you have a blank note that you use?

THE WITNESS: No, I haven't got it here but I can provide you with it.

THE PRESIDING OFFICERS: Please do that.

THE WITNESS: And a copy of the security deed also.

THE PRESIDING OFFICER: Thank you.

THE WITNESS: Now, the question of loaning money by factors. You gentlemen may have already understood that we make these loans on collateral. No bank in the world would lend money on the class of collateral the naval stores factor takes. Our security deed covers the turpentine still, materials which are old, trucks

which are worn out, cups which are more worthless each year, we take security on leases which are running towards expiration at all times, and it is only through the confidence in the people borrowing the money and whom we are financing that we make the loans at all. Loans by factorage houses must be on a selective basis. We get applications for loans far in excess of the amount of capital we can provide. We have to select from these applications a man and a location which we desire to finance and do business with. It is a very easy matter to lend money, you break a man lending him money and that has been done in some cases by ourselves and by others. We try to learn by experience and when we make loans now, we take into consideration the character of the man, and his prospects of success. We do not lend money until we have had a representative visit the man to find out what his standing is in the community, his moral and financial standing; if he is surrounded by other operators we don't want him, we try to see if he has a future for himself. If he makes an application on a business and it can only operate a year or so, we don't care for it.

MR. PETERSON: Is it your custom, if you don't by chance have enough capital to provide the loan to the producer, to borrow money from the banks?

THE WITNESS: We don't borrow money to make capital loans to the producer. We do borrow money to finance the legitimate operating expense of the producer. We will not borrow more money during a winter than we expect to get back the following summer.

MR. PETERSON: Do you give the notes of the producer as collateral to the banks?

THE WITNESS: Yes, we borrow on our own line secured by bills receivable or the notes of the customers.

MR. PETERSON: Do the banks require a greater security than you require from the producer?

THE WITNESS: We give them a 25% margin. They do not know the makers of the notes, they rely on us to hypothecate the notes as to the worth of the paper. They have our notes and the double security of our endorsement thereon.

I want to touch on the matter of interest charges which were referred to yesterday. It was brought out that the usual factorage charge was 8%. I want to explain that when we make a loan to a customer and we take his notes, that it is our custom to credit the amount of the note to his account giving him a credit against which he can draw. Immediately upon the placing of that interest to his credit, interest on his credit balance at the same rate as the note bears, commences running. When we borrow money from the bank, the bank discounts our paper. The proceeds less the discount is placed to our credit in the bank and we are required to maintain satisfactory balances, usually running from 15 to 20 per cent and usually carrying larger balances. We are now paying the Savannah and Jacksonville bank the usual 6% interest. By the time the discount is taken off in advance and with the offsetting less on the balance, our money costs us more than 8% so the customer gets his money cheaper than we actually pay for it.

MR. PETERSON: Can you state in detail the method by which the producers buy or are able to buy their merchandise and supplies and equipment which is charged against this credit balance?

Do you run stores and sell general merchandise and how do you arrive at the price at which to sell them and all that sort of thing?

THE WITNESS: We have discontinued in our merchandise department the handling of groceries, food stuffs and things of that character. We have found that the producer ordinarily can make his purchase nearer home at a saving and we prefer their making that saving. We would rather pay the drafts for less money than make the small margin of profit that might accrue. We do carry supplies peculiar to the naval stores industry, tools, cotton batting, wire mesh, which the ordinary general store or grocery store does not carry, and which if the factor did not have, the producer would have difficulty in securing. Any factorage house carries stocks catering to the general trade. Many of our customers purchase from another factorage house. We attempt to keep our prices in line with the general trend of merchandise prices and we supply these goods from our warehouse as they want them. There is no compulsion to buy whatever, as far as we are concerned and we make only a fair margin of profit thereon.

MR. PETERSON: What is your usual mark-up?

THE WITNESS: It differs greatly on different articles. For instance, tools such as hacks, pullers and articles of that kind are furnished by all of the factorage houses, they are manufactured and furnished by the Counsel Tool Company of North Carolina and we charge them list price and we get a commission of 20% on these goods and it is probably the highest percentage of profit that we make. The other products we buy from various sources in competition and I presume our

profit is around 10%.

MR. PETERSON: Would you consider that as covering your overhead or net profit?

THE WITNESS: The gross mark-up, We have an overhead that is very small because we have a warehouse in Savannah and it is open only part of the day, shipments by mail are very small and we have on hand a man in the office, who, on call, steps down to the warehouse and if a truck comes in and wants something why he furnishes it. Our overhead is comparatively small. We carry a stock of goods of about $12,000.00 to $15,000.00.

MR. PETERSON: Would you care to state what might be an average figure of profit that is made in the merchandising to the producers?

THE WITNESS: Around 10%, I can give you the exact figures later.

MR. PETERSON: I believe it would be of interest to the record to get a full picture of the relationship in every sense, between the factor and the producer.

THE WITNESS: Please understand there is no absolutely no compulsion. We require no producer to buy from us. It is rather an accommodation to him.

MR. SESSIONS: It would be a hardship or an inconvenience for the individual producer to secure the tools from the factory direct, would it not?

THE WITNESS: Yes, it would be practically impossible. There would be no way to get them or to establish credit. Take the article of hoop iron, we buy it in carload lots. We buy 18,000

pounds in a carload. A truck comes in and stops by and he may want one or two or three coils. If he had to order a limited amount from Atlanta or Birmingham or Pittsburg, it would take a few days to get it and then the freight would cost as much as the hoop iron.

THE PRESIDING OFFICER: I think we have a good picture. Is there anything else.

THE WITNESS: I would like to read this statement which won't take more than five minutes.

THE PRESIDING OFFICER: You may.

(At this point Mr. Kayton read the following statement into the record)

STATEMENT OF H. L. KAYTON,

President of Carson Naval Stores Company,

Savannah, Ga.

The objections raised by my Company and the several hundred producers of approximately 50,000 units which it represents are based upon economic grounds founded upon an experience of over fifty years in the naval stores producing and factorage business. Naval Stores has enjoyed periods of prosperity and has suffered from depressions, these usually being coincident with like periods of prosperity and depression in other industries of an agricultural nature. The demand for rosins and turpentine depends largely upon world conditions which govern the volume of consumption of our products. Costs of production likewise fluctuate as wages and materials advance and decline and there is usually some compensating offset which tempers unsatisfactory price levels. For instance, during the past two naval stores seasons producing costs have been the lowest in twenty or more years and through the exercise of rigid economies together with the fact that a ready cash market for their products at all times existed the turpentine farmer has weathered the economic storm which beset the entire world and can continue to operate with a hope for a general improvement in which he will surely share. Our records show that the financial condition of the producer patrons of my company has improved during the past twelve months. There has probably been a smaller mortality among the naval stores producers than in any other line of endeavor.

The proposed agreement bases its expectation of higher prices upon crop reduction and consequent scarcity of our products. In other words, starve the consumer industries into paying higher prices. This plan has never succeeded in the many previous similar attempts which have been made and it will not work now. Rosin and turpentine are not indispensable products, though they have desirable qualities and are preferred in many of the industries to articles with similar chemical properties. The demand increases or declines as the price spread between them and substitutes therefor widens or narrows. High price levels in the past have been the force which have driven many considerable users of turpentine and rosin to the use of substitutes and these people have, in many cases, never returned to naval stores. The Capper report of 1920 predicting a shortage of turpentine timber within ten years was instrumental in causing great activity in the laboratories of many of the large consuming plants and satisfactory substitutes for turpentine and rosin were found or developed and great injury resulted to the naval stores industry because of the lessened consumption which resulted. If the production of gum rosin and turpentine should be entirely discontinued some inconvenience might be caused but I doubt that any industry using our goods would be forced out of existence thereby. Let me quote from Babson's Weekly Letter released in the daily papers of November 17th:

"While I have pointed out imperfections in certain of the administration's previous measures, I have still believed that their underlying goals were economically sound. This price-control program, as now outlined, is the first major policy adopted by the present

administration which I oppose as being absolutely unsound,-- both socially and economically. I believe this price-fixing move cannot work successfully under our present government. Furthermore, I feel that the attempt to control a few selected commodity prices will only slow up recovery. Price control is one more step toward Fascism.

"What are my reasons for such strong opposition to this measure? First, it is not a new experiment. Price control of one type or another has been tried in other countries and has been a complete 'flop'. Less than ten years ago the British Empire tried to peg the price of rubber. The result was the stimulation of activity on American and Dutch rubber plantations. Brazil's attempt at coffee price fixing was a boon to Java coffee-growers. The growth of the sugar industry in Hawaii, the Philippines, and Porto Rico was the result of Cuba's price juggling."

World control of production, if such could be brought about, might prove of some effect. It has been tried in sugar, rubber, and wheat and other commodities but not successfully, so far as I know, despite Governmental assistance and financing. Controlled production of naval stores in the United States only would inevitably lead to increased production in France, Spain, Portugal, Russia, Mexico and other countries. These competitors could readily offset our curtailment and cause the loss of a goodly share of the foreign market to which we export over fifty per cent. of our production. With substitutes supplying our domestic industries and foreign production limiting our export markets, further decreases in production would

be necessitated from year to year. Such a situation would hardly fit in with President Roosevelt's conservation plans by which, in a comparatively few years, he hopes to rebuild our forest resources and make available good timber suitable for vastly increased production of naval stores and under which plans he expects naval stores production to prove the key to the exploitation of rehabilitated forests."

MR. SESSIONS: You have referred to the fact that numerous consumptive channels have closed up by reason of a switch to other products. Have there been any efforts in recent years to open up new consumptive channels and new markets for naval stores?

THE WITNESS: Yes.

MR. SESSIONS: With what success?

THE WITNESS: With fair success. The greatest blow, I say, that the naval stores industry ever received was when the automobile industry abandoned the rosin and turpentine varnishes and started using the nitro cellulose lacquers. On the other hand we have been gradually building up a demand from the synthetic camphor industry. It has not offset the other loss but I believe it can be built up to as much as 35,000 casks of turpentine.

MR. SESSIONS: Do you cite that as typical of new markets and consumptive channels that might be developed, or that have not yet been developed, which might be compensatory in the shift mentioned?

THE WITNESS: We are in an age of mechanical warfare. The laborers in the producing industries and elsewhere, are endeavor-

ing to improve the products of the industries employing them. One year we have a loss from one industry and a pick-up somewhere else.

MR. SESSIONS: But is not the mere fact that there have been shifts from naval stores to substitute commodities, conclusive evidence that this warfare is opening new channels for all consumptive channels, including naval stores?

THE WITNESS: For a number of years the naval stores factors employed a fellowship in the Mellon Institute for research work and later turned that over to the Pine Institute which carried on as long as they were financially able. When the Pine Institute was forced to drop the fellowships they endeavored to interest the southern colleges in research also had others work on rosin and turpentine. I believe there are great possibilities, especially in rosin. It is about the cheapest of the organic acids. Those fields have not been developed to such an extent however, that they offset losses.

MR. SESSIONS: You do look upon these as possibilities, don't you?

THE WITNESS: They have great possibilities, but that is all uncertain.

MR. PETERSON: Do you think that if the producer, the distributor and the factor and all interested parties in this industry, should unite in some kind of an association for the purpose of raising money for a scientific laboratory, don't you think that would be worth while?

THE WITNESS: Splendid. It would be a question of time. You cannot hurry research.

MR. PATTERSON: Thank you, sir.

THE PRESIDING OFFICER: Is there anyone else objecting to any marketing agreement at all?

J. C. NASH, of Savannah, Georgia, representing the Association of Gum Naval Stores Distributors and the Columbia Naval Stores Company, being duly sworn by Ammon McClellan, Chief Hearing Clerk Agricultural Adjustment Administration, testified as follows:

THE PRESIDING OFFICER: Will you please be as brief as you can so that we can get into the specific agreement.

THE WITNESS: Perhaps I had better hold my remarks until the specific agreement.

I wish to say that I hesitated to speak for this reason, because this is a producers meeting and I hesitated to come forward but since you ask for a full explanation and opinion, I want you to know that we have gone on record as being opposed to the marketing agreement. I might mention that the Association of Gum Naval Stores Distributors will file a brief and they will take no time in that way at all.

THE PRESIDING OFFICER: We would like to have your objections.

THE WITNESS: I hate to take up your time by my objections, but they are as follows:

If an effort is made to adjust production to consumption this control should not be left in the hands of producers alone. We mean by this, marketing itself is a matter of great expense, with different problems to be settled and I have been encouraged to come up here because Mr. Sessions made a statement which I will touch on later in

my remarks. I think that marketing is such a difficult question that we should be careful and try to avoid the mistakes of the past. That is the object of the factors at this time. It seems to us that a committee to work on such a matter should be thoroughly representative of the industry as a whole, so that the best opinion of all branches can be had in order to effectively accomplish the desired end of a proper adjustment. In this connection it should be noted that distributors are necessarily in closer touch with consumers than is any other department of the business and are in better position to judge what prospective requirements will be. All agree that producers should always secure remunerative prices but it is furthermore important that foreign consumers be considered in relation to foreign rosin and turpentine upon which they can readily draw if the American producers are at non-competitive prices.

We further point out that the licensing feature would tend to develop bootlegging with all its demoralizing features. While we are convinced that the proposed marketing plan is unwise for the industry as a whole and will not benefit the producers themselves, we do believe it is entirely possible for the four different elements of the business to get together as a unit, divided into the four well known subdivisions, and develop a plan that is fair to all that will more practically adjust production to consumption, not only in the domestic markets but export markets as well.

We do believe in a fair practice plan to be approved by the appropriate government agency and to include all branches of the industry and not one.

No meeting of the whole trade with this object in view has been held despite the admitted importance and essential character of the other branches.

The very volume of opposition itself would make a marketing agreement impractical.

MR. SESSIONS: Is it your opinion that a fair practice plan such as the one you have suggested in the record, would be beneficial in supplementing any marketing agreement that might be entered into?

THE WITNESS: I think it could take the place of the marketing agreement.

MR. SESSIONS: Do you think that a marketing agreement, assuming it received the substantial approval of the producers, could be supplemented beneficially by a fair practice plan such as you suggest?

THE WITNESS: I would say it should take its place.

MR. SESSIONS: You are opposed to a marketing agreement and suggest in its place a fair practice plan?

THE WITNESS: Absolutely.

MR. SESSIONS: A fair practice plan such as you have in mind would be a code of fair competition under the N. I. R. A.

THE WITNESS: I should like to ask if a code of fair competition is handled under the A. A. A.?

MR. SESSIONS: I have heard of no such plan under the triple A. Fair practice agreements are entered into under the N. I. R. A., the supervision of which with reference to food products and agricultural commodities is administered by the Secretary of Agriculture. Is that clear?

THE WITNESS: I think I have your idea.

A. CORDON CASSELS, representing the Cassels Company, a naval stores factor of Savannah, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman and Committee, it is hardly worth while for me to say anything. I think the entire question has been covered. You have gotten a vast amount of evidence from every angle and I am sure of one thing, that this Committee will go back to Washington with a greater knowledge of the naval stores industry than it ever had before, I hope so at least.

My name is A. Cordon Cassels, I am president of the Cassels Company, a naval stores factor of Savannah, Georgia, organized by the speaker in 1905.

Gentlemen, I am speaking from an experience of 46 years as an operator. In the last 28 years as an operator and a factor. I am also speaking for my customers whose proxies I have to represent them in this conference. I am also generally speaking for my wife who is with me because she owns besides myself, the only stock that is in the Cassels Company. And I don't know whether she is with me because she is interested or whether she is trying to keep tabs on me, I don't know. But I brought her along so I could stay as long as I wanted to and I expect to stay here as long as anyone is here. You gentlemen know that woman was made after man and she has been after him ever since. (Laughter).

Now, gentlemen, the question arises in my mind, why this conference? There is some ulterior motive, not expressed or implied

in this marketing agreement. I haven't been able to find out what it is, some gentleman said there was a nigger in the wood pile, some others say there is a joker in the pack, but I don't know.

I understand that the government, or this committee, or the Secretary of Agriculture does not demand that we have this agreement. They do not demand a code and they do not demand any agreement. I also know that it is not authorized by the triple A and I believe it is unconstitutional.

THE PRESIDING OFFICER: Mr. Cassels, it is of course not for a tribunal of this type to go into the constitutionality. What we want to know is, are you opposed to any marketing agreement and if so why?

THE WITNESS: I am opposed, unequivocally opposed to any marketing agreement. I don't believe it will help the situation. I agree that the business for the past four years has been bad. I know that from my own experience. I might use the expression that business for the past four years has been in "statue quo" and my friends might want me to qualify that statement and I can only illustrate it this way, it is irrelevant but let me say this. During the Civil War when they fought at Washington, some of the Confederate veterans came out and asked Jones how the war was progressing and Jones said, "Tom, it is in 'statue guo'" and Tom said, "What do you mean ('statue quo'"? and Jones says, "I mean 'we are in a hell of a fix'" and that has been the turpentine business for the last three or four years, but there is a silver lining. We appreciate the interest of the Committee which is an expense to the government and is also an expense to us.

THE PRESIDING OFFICER: That is exactly the point and that is why we are trying to hasten this along, so just please state your objections if you will please.

THE WITNESS: All right. I stated that I am opposed, I do not believe in Government control. It has not worked out in the wheat or in the cotton and it did not work out in the turpentine co-operative association in 1931. You cannot legislate prices into the market any more than we can legislate meals into the body of a man. The fundamental principle is the law of supply and demand. I am opposed to this agreement without the producers' consent and I am satisfied that they all will not consent. I am opposed to it because in this there is no compensation. The government during this year has decreased the cotton by plowing up and paying per acre. There is nothing here to pay the turpentine operator who is forced to throw off his crop. There is nothing to pay him for that, although he will lose.

I am opposed to it because it is expensive. It would take some money to pay and support this control committee whoever they may be. They won't work for glory and that money is coming out of the operators', out of these tags on each unit and it is unfair. I don't care how good a committee you pick, it will be impossible for them to treat every man alike. Some will get some advantages over the other and it just won't work gentlemen, I don't believe it will work.

Then the small operator, gentlemen, I am interested in the small operator. Some of these gentlemen will be cut down possibly to half of what they made this year, it is very likely that they will not be able to produce and work on the basis they worked in 1933 although they paid for less money for it. The small operator has got to maintain

his business to a certain extent in order to take care of his overhead expense, and it would be impossible for him to get along if that is done.

I believe it is unworkable. My experience goes back over a number of years, it goes back into 890 ? when I happened to be treasurer of the Turpentine Operators Association and we had meetings all over this territory, in Florida, Valdosta and Savannah and turpentine was selling then for 23¢ a gallon. And we tried to work it, gentlemen, and we failed. So I think it is unworkable. I think that these men will take care of it if they are left alone and I want to sound a warning to every operator this coming year, he will have labor troubles. Lots of it, with the high wage improvements considered by the States, and the mills are paying larger wages under the mill code, and with this great and good government of ours feeding the poor and in many cases making parasites of them, and you know what I am telling you is the truth. If a nigger can get a little stuff and a piece of meat for a few days he will not work the balance of the week so I think that if we leave the men alone in another year we can get the reduction we want. I think it has been touched upon that the gum producer and operator who works timber for five or six years, finds that from an operating standpoint it is not a paying investment and he then vacates that timber. Here is a farmer who has been struggling for years to make an existence. He owns his patch of timber, the boxes are high, he cannot borrow money on his farm and he has some nigger or white laborer on the farm and he gets those men to work his old abandoned boxes every two or three days

in the week and then when he gets his turpentine it is cash.

The naval stores industry hasn't suffered like the other businesses in the United States, it is the only cash crop we have in the south today. A farmer cannot produce anything except cotton and get cash for it. And he uses these boxes to finance his crops during the ensuing year. In eight or ten places the man is under mortgage and in arrears on taxes and an operator cannot lease land unless he is prepared to pay the taxes when they are collected.

I think that this plan will put that class of man out of the running altogether and will increase the bread line and the relief in Georgia and Florida and the other states.

THE PRESIDING OFFICER: Thank you, Mr. Cassels.

ALEX K. SESSOMS, having already been sworn, testified as follows:

Primarily I am not a producer, I am a timber raiser who leases his timber to an operator. I manage and conduct reforestation work on several timbers and I worked 100 crops of boxes this year. I am opposed to any marketing agreement for these specific reasons, that the proposed marketing agreement will not accomplish the purpose that the proponents claim it will, in my opinion. It will increase unemployment. The naval stores industry is not in such a terrible condition that it needs any remedying. It is not in a satisfactory condition or a condition that we would like to have it in but as a whole at these times it is making some money and it is the best business that there is in this section today. Testimony was offered yesterday that showed that the producers are paying some of their

debts and most of them are getting by and making some money even with these prices and every business in the United States, probably in this emergency, cannot have the relief the government wants to give. It seems to me that they want to get to the weak industries because they really need the help, the naval stores business is the best business there is in this section. We are all in it and we want to make more of it. I think that if this marketing agreement goes into effect it will actually decrease consumption, it will have the reverse effect that they claim for it.

In 1928, the year of peak production there were 750,000 units made. They received a greater price than last year when the smallest crop was made. It is not a necessary material, we can do without rosin and turpentine and if we run the price up too high or make consumers believe it will be put up, they don't have to have it. We have plenty of competitors who are offering these markets. We don't sell naval stores, the people buy it and I think the remedy is to sell it to them. This agreement will destroy the initiative of the men and put a premium in initiative. It will prevent the forest management plans from being carried to the best advantage of all of us growing trees. We are in the business to make money, that is why I grow trees. The question has been discussed as to conservation, and I suppose there is no man who believes in it more than I do or who practices it more than I do. The contract I have with the men who operate my naval stores, 70% of it is in relationship to restrictions and conservation

clauses, which are put in to protect the timber, yet I would be opposed bitterly to any legislation that would attempt to carry out those things. Why? Because the conditions which exist in forest management are not the same in my place as in some other parts of the state and it would be impossible, and impractical, in my opinion to draft laws that would put into effect what would be good forest management. For instance, in growing my timber, different matters come up on the land, there is timber which has to be cut and we manage it so as to make money. We select some of the trees that we want to mature and we select the trees that we might want to work before cutting them out in a year or two. In a straight turpentine operation you probably would not work those trees but if they have to be cut out in two or three years, if we can work them and secure any benefits whatever, in financial returns, it is good forest practice to do that, and that cannot be incorporated in a law that would be applicable to the whole industry.

Then, in our forest management we find things that are not so good and we have to change them and if you have a law it might work a hardship on a fellow. The economic question would take care of that.

THE PRESIDING OFFICER: You are referring now to legislation again and this is a little different situation possibly.

THE WITNESS: My remarks were based on the question asked in reference to the questions on conversation.

THE PRESIDING OFFICERS: We would like to have you confine your objections to a marketing agreement at this time.

THE WITNESS: I object to the marketing agreement for the reasons given. I think that the good the marketing agreement will do will be many times offset by the harm it will do and for that reason I am opposed to any marketing agreement of any kind or any law that would attempt to put conversation measures in it.

MR. SPARHAWK: I understood you to say that any marketing agreement would prevent proper forest management. Do you mean that with reference to this particular clause?

THE WITNESS: Yes.

MR. SPARHAWK: And you are opposed regardless of whether this particular clause was in or not?

THE WITNESS: I think so. As I stated we are in this business to make money. My views which are concurred in by very few other foresters or turpentine men, is that a pine tree has a potential source of production each year. It is like a house, when it is empty a month that money is forever lost and gone. We produce an annual yield and if we don't work them for a year that yield is lost to you for ever and under any marketing agreement will be probably production control and I want to work every tree I own that is capable of producing gum every year.

MR. PETERSON: Isn't there a question of price of your product involved?

THE WITNESS: Yes, but when the price gets below cost of production we will cease operations.

MR. PETERSON: Thank you, sir.

MR. DELAHANTY: You may then that if a tree is not turpentined this year you lose that oleoresin?

THE WITNESS: Yes.

MR. DELAHANTY: Isn't it true, I was under the impression that if the tree were not turpentined this year it grew in diameter and the larger diameter tree you tap the greater the yield will be, isn't that true?

THE WITNESS: Yes.

MR. DELAHANTY: Then wouldn't you get back the return in the ensuing year, I am only seeking information.

THE WITNESS: It doesn't store up, under the methods we operate our timber. We do not, in my opinion, decrease the growth exceeding 10%. I carry an instrument in my car with which I bore a tree and tell the growth and I have made many tests and when you work them under good forest management you check the growth of the timber very little. The tree will increase in diameter and you get a broader face and an increased yield but the tree increases in diameter whether or not you turpentine and the turpentine is not stored up and kept until you want it. The gum is made after you wound it and if you don't wound it and don't work it the gum is lost forever.

MR. SPARHAWK: Is it not true that you would work one year longer at the end that way?

THE WITNESS: No, because when the tree reaches a certain size and it will produce no stumpage value of lumber which is money you have to cut it down because thereafter the interest earned on the value on the stumpage of the tree amounts to the value of the

turpentine for the year when you don't cut the tree, if you don't cut the tree you are operating on a financial loss.

THE PRESIDING OFFICER: Is there anyone else who wishes to be heard on objections to any marketing agreement?

C. L. McCARTHY, of White Oak, Georgia, representing producers of turpentine and rosin, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I have been a naval stores producer for approximately 25 years. I am opposed to the proposed agreement as written. I think the allocation---

THE PRESIDING OFFICER: We are not objecting to the proposed agreement. Do you object to any marketing agreement?

THE WITNESS: I don't know that I would object to any marketing agreement.

THE PRESIDING OFFICER: Then let us hold it because we are now listening to those who object to any marketing agreement.

THE WITNESS: I object to any marketing agreement unless containing provisions equitable to all operators. If I was convinced it would work equitably but it seems a very difficult plan to have such a one worked out, but if it could be worked out I would be in favor of it.

THE PRESIDING OFFICER: It seems to me merely that you are out of order at this time and should follow the proponents of the particular agreement, isn't that your position?

THE WITNESS: Yes, but I would like to say in connection with the conservation, if you will permit me, I am in favor of conservation of timber but believe better results could be obtained by education rather than coercion. I don't believe in any control of a man's

individual property.

MR. REESE: Mr. McCarthy wants to go home tonight and that is why I asked him to stay and give you the benefit of his views because he is one of the best producers I know.

THE PRESIDING OFFICER: You may proceed, Mr. McCarthy.

THE WITNESS: I wish to say as a matter of information, I am an independent producer. I don't owe the factors anything nor am I appearing here at anyone's request. There is just my personal feeling that the marketing agreement as written is unfair, the basis of allotment is unfair. If any agreement is adopted you should take the crop of 1933 as a basis of deduction.

Personally, the proposed basis of allotment will not affect me but it would a great many of the other operators and it also would permit a great many to increase their crops to the disadvantage of those who have had to decrease it. I think that is about the substance of my objections, Mr. Pearson.

THE PRESIDING OFFICER: Thank you, sir. Is there anyone else objecting to any marketing agreement at all?

W. K. HOLT, representing himself as a producer, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I can speak from the standpoint of a small producer only. I have been a producer of naval stores for the past 20 years. During those years I have entered into agreements with various factors for the purpose of operating my business. Their lines of credit have been very satisfactory to me due to the fact that I could not obtain these lines of credit through my local banks. During these years I have

been forced to use what you might term unskilled labor. Labor that is commonly used on the turpentine farms of the south are not able to enter into other industrial lines. I have been paying these laborers year after year, taking care of them, furnishing them with shelter, fuel, without rent. Over a number of years these laborers were indebted to me due to the fact that competition in other lines forced us to advance them money ahead of their work. But for the last two years I have managed to work my laborers out of debt. I am today working about 85 men. They are all satisfied, only last Saturday one of my old niggers came and said, "are you going to Jacksonville?" and I said "yes" and he said, "don't you let them white folks mess us up".

(laughter)

I have always taken the part of my laborers, cared for them and the only indebtedness that they owe me today is for sickness and funeral expenses. Only last week I had an old nigger die in one of my houses. It was a nigger who had never worked for me. I paid the expenses myself---

THE PRESIDING OFFICER: I appreciate all that but what is your objection to the marketing agreement?

THE WITNESS: I am opposed to any marketing agreement as proposed here due to the fact that I believe we are passing through the crisis and are in a better position today as an industry, than we were even last year. I know my own condition is much better.

I am opposed to this marketing agreement as proposed because it doesn't offer us anything in return for the timber we are to retire from production. I am operating at the present time under the lease system, I have paid for my timber in advance for a four years lease. If I am forced to retire part of that timber from production it will force me to fire some of my best laborers who have been with me for 20 or more years. This I do not want to do. I have cared for them for the past three or four years, men who otherwise would have been sent to the breadlines in my country. I have never known one of my hands to seek a breadline for his daily food. They are in a better condition today than they have been for a number of years. I am opposed to the proposed marketing agreement because its set-up is to be paid for by the producer.

THE PRESIDING OFFICER: I want to remind you, you are now talking about any marketing agreement. You will have ample opportunity later to talk about this particular marketing agreement.

THE WITNESS: I am opposed to it on these grounds. We have attempted in the past to organize for the benefit of the industry and I have been a party to every movement and I have put my money into it and I have always been the loser. I don't know who the gainers were but as to myself, I know that I have lost in every attempt. I had rather be left alone and left to operate my own business in my own way.

Another reason I am opposed to is the fact that I have been carrying some timberlands on which I owe money and am paying a high rate of taxation and the time is coming when I want to put some of

this timber into production. If I am forced to curtail my production next year I will not be able to do this.

Another reason, I have only been operating three places due to the drought in Florida last year, I mean, or the year before last, I was forced in order to protect myself, to cease operations on these places during the year 1932. In ceasing operations it was entirely satisfactory to my factor and to myself. I began operations again early last fall to protect the timber from fire and put on about four streaks and only made about forty or fifty casks of turpentine last year. This year it will produce 400 casks. If I am forced to curtail based on 1932 production I don't know what will become of this one place.

THE PRESIDING OFFICER: Can you sum up in a few words your objections to any marketing agreement?

THE WITNESS: I am opposed to it because I don't think it is good for the industry. I believe we need to be friendly with the consumer of our products. It has been brought out that they don't have to have them and in order to sell them at all we must do it on a friendly basis and the present basis is satisfactory to me knowing that our industry has been far better off in the past few years than any other agricultural interest in my section. I believe that is all the objections I have.

THE PRESIDING OFFICER: Thank you.

(At this point a recess of five minutes was taken)

THE PRESIDING OFFICER: In order to expedite the hearing a little bit and possibly to vary it a little I am going to allow the proponents to come in at this time to clear things up a little. I want Mr. Autrey to offer his remarks at this time because he is urgently needed at home and I feel it is only in fairness to him to permit him to be heard at this time.

L. M. AUTREY, representing Autrey Turpentine Company, Autrey Johnson Company, Autrey Brannan Armstead Company, Coverdale Turpentine Company, Leconti Turpentine Company, Hamilton Turpentine Company and Lewis & Pace, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I represent sixty proponents of the marketing agreement.

I am in favor of the proposed marketing agreement because for the last several years we have been sweating blood and losing money, not only every year but every month, and every day. A large part of the producers of Georgia and Florida had several different meetings and in a large way, they really almost came to a full agreement a few months ago but it seems that in some way somebody put a spider in our dumpling or something else of the kind.

We have had numerous witnesses here this morning and they all have been somebody else besides operators or turpentine producers, except a very few. Gentlemen, I am a turpentine producer. I don't get a living cent, not a copper cent, out of anything but turpentine. I put all my time in turpentine and it is this man in the woods, and I don't know whether you fellows have checked up on these fellows in the woods to know how they are working to carry on and pull through under adverse conditions or whether you have not. You can go through the turpentine sections of Georgia and Florida and you will notice around the little

towns where the stills are located, that there is no business going on from the turpentine interests. They can hardly get a doctor if they are dying because they are not able hardly to pay for one. Sometimes we get a doctor but we get it from groups, from individuals, 50¢ and 75¢ and $1.00 from one, and 50¢ and 75¢ from another and if the party dies, he is buried on the same plan.

I am telling you the honest truth. Every word I will tell you is the truth and if you gentlemen don't believe it then, come out with me and I will show it to you. Our laborers are working on a very cheap wage scale. Gentlemen, we cannot pay a living wage scale regardless of what you may have heard here to the contrary today. I will show you plenty of them gentlemen, plenty who cannot get out of the bushes, they haven't got decent clothes to hide their nakedness. I will show you plenty of them who haven't shoes to wear and if it is a pleasure to go barefooted, why they should all be very happy. I will show you plenty of them that haven't sufficient to eat at times.

We cannot afford to advance these people money or rations galore because we cannot get it, on the other hand, to do it with. We are working on a special account, for seven or eight months during the year, during the producing season, and they will not let us overdraw that account and we should not. We don't blame the factor, gentlemen, they are doing a good part by us, they allowed us to get in default and we owe them all this money, but it is a serious situation when we are working year in and year out and trying to get our producers and friends together to try to get a little real cooperation and the

result is that the opposition backs up and we cannot go a step further and the longer they work the harder they put the brakes on.

I say we need a marketing agreement, we need something to help and assist us from the proper source to reduce our production and to cut it down. We have big stocks of turpentine and resin on hand. There might be a little less, but you can't see anything in the market. Of course, they say the market went up the last day or two, but that wasn't necessary because today you can buy what you want. But this is a serious situation and it affects a lot of people, the owners and the operators alike.

We had a statement made here that the niggers had gardens. That is a little thing but it is an error. In many instances these places are out in the woods and there is no cultivated land there ready for gardens. In some instances it is correct and you know a good gar den is a big thing it helps out a lot, but if the government don't get us together so we can work and cooperate God knows what will happen to us. And that is all I have to say about that.

The little man is the most efficient man in the business because he can do his managing and distilling and the whole thing and I say if you regulate one you regulate them all, every one of them. These fellows in the woods selling gum turpentine, Mr. Hughes testified he made five barrels of gum turpentine in a year, if that is all he makes he don't belong with us at all, it is such a little bit. I think the little man should be protected as much as anyone but you can't put through a proposition like this and favor one and cut the other.

Let us all work together and cooperate together.

The factors have told you they have a lot of money with us and that nearly all of us are in default and it looks like to me every one should be in favor of it. I don't know why they don't want to help us in this jam so we can pay them, if they don't we will die in debt, I won't live over 100 years. And we are not making any progress, gentlemen. We have done the best we could. We are working as hard as we can. I haven't been fishing, hunting or had a bit of time off for pleasure and recreation in several years, just trying to pull out but I get more and more discouraged.

The factors are doing everything they can but they are throwing the blocks in the way and if there is a nigger in the woodpile that is keeping the producer away, the producer who should be here to tell the truth, they know who it is. They come with proxies and tell the boys "I will go there and see about your business, you stay here and work." That is all it means. Those men are not here, they are conspicuous by their absence, gentlemen. Why not give the whole thing a square deal? Why don't all the producers come up and tell their story and let all the cards be on the table? That is what you gentlemen of the government want to know. With all of this stuff you have here how you gentlemen are going to make up your minds I don't know. I know you are all intelligent looking fellows but if you can get anything out of what you have here to date you are a lot smarter than I think you are.

I want you to know all about the conditions in the woods, I have told you about the laborers and the people running stills, of course the bank is not in it. The turpentine operator doesn't get any money except through the factor, they can't even look into a bank. At the drug stores they haven't even got any bootleggers any more, they are all gone. Gentlemen, I am telling you right now all you have to do is look for yourself.

I am just hitting this thing in a blanket way. Our producing costs had gone down up to about July or August, I have the figures right here. We are keeping books on our operations. We have eight places and keep books of all the operations and we have some as small as six crops and some as high as eighteen. But the little man is not bad off, the bigger the fellow the worse he is hit. If I was a little man I wouldn't have anything to say.

Excuse my language, I might say that I had a good education but I had it in the turpentine business, and a few years ago I had religion and I have lost that and all of the money I had and it don't look like times will get any better so what can we do under the circumstances? If this poor factor will give us producers a chance and give us this marketing agreement like we want and need and like we should have, if they will give us a chance, we will get them their money and gentlemen, I say it don't make any difference if a man renews a man his note a thousand times, he is still in debt. Mr. Kayton would have you believe that at the end of the year a man is out of debt because he renews his note.

One more statement. With reference to the operating cost, we are getting in worse shape all the time. I am not guessing on this, I have books on every place I am working and some of the gentlemen here know that. Here is our statement right here of our general woods cost. Our production in the woods, it doesn't carry the interest we owe on the indebtedness to the factor, plant depreciation or any of the overhead charges, just simply woods cost, which is $12.76 at the end of June per unit, for one barrel of turpentine and 2 barrels of rosin. Not 3 and 1/3 barrels but three barrels, you don't get it only on scrape and then you get 4 instead of 3 and 1/3.

MR. SESSIONS: Will you make that clear, what the $12.00 per unit represents?

THE WITNESS: Right here.

MR. SESSIONS: Wood costs?

THE WITNESS: That is chipping, dipping and getting it to the still, wood production costs we call it. It covers cost of chipping, dipping, woodsmen, hacks and tools. And under hauling we have trucks, gas and oil, truck maintenance, feed and barn expense, labor. And for the manufacturing around the still we have still labor, still fuel and supplies, cooperage. And then the general expense is maintenance and repairs, office expense, shipping and so on.

MR. SESSIONS: Will you please have that incorporated in the record?

THE WITNESS: I will be glad to do that, you can have it now.

COVERDALE TURPENTINE COMPANY
OPERATING EXPENSES
JUNE 24, 1933.

EXPLANATION	Expense For June	Cost Per Unit For June 122 Units	Expense To date	Cost Per Unit To Date 386 Units
Producing				
Chipping	$ 459.17	$ 3.76	$1709.13	$ 4.43
Dipping	265.97	2.18	830.20	2.15
Woodsmen	144.80	1.19	434.90	1.12
Hacks & Tools	53.10	.44	158.07	.41
	$ 923.04	$ 7.57	$3132.30	$ 8.11
Hauling				
Trucks Gas & Oil	80.77	.66	338.93	.88
Truck Maintenance	10.09	.08	77.74	.20
Feed & Farm Expense	77.00	.83	247.44	.64
Labor	65.00	.54	200.60	.52
	$ 232.86	$ 1.91	$ 864.71	$ 2.24
Manufacturing				
Still Labor	63.80	.52	226.80	.59
Still Fuel & Supplies	59.20	.49	131.61	.34
Cooperage	181.78	1.49	650.26	1.68
	$ 304.78	$ 2.50	$1008.67	$ 2.61

(continued)

EXPLANATION	Expense for June	Cost Per Unit For June 133 units	Expense To date	Cost Per Unit To Date 386 Units
General				
Maintenance & Repairs	$ 38.87	$ .32	$ 66.22	$ .18
Office Expense	45.80	.38	161.67	.42
Shipping	11.85	.10	25.01	.06
	$ 96.52	$ .80	$ 252.90	.66
Operating Costs	$1557.20	$ 12.76	$5258.58	$ 12.62
Less : Mdse. Profit per Unit	124.01	1.01	868.95	2.14
	$1433.19	11.75	4431.63	11.48

NOTE:

Mr. Autrey's salary is not included in the above.

COVERDALE TURPENTINE COMPANY
OPERATING EXPENSES
OCTOBER 28, 1933

	Expenses For Oct.	Unit Cost For Oct. 89 Units	Expenses to date	Unit Cost to date 868 Units
PRODUCING				
Chipping	$465.27	$ 5.23	$3821.56	$ 4.40
Dipping	200.72	2.26	1889.77	2.18
Woodsing	159.22	1.79	1070.97	1.23
Hacks & Tools	25.00	.28	253.17	.29
	$850.21	9.56	7035.47	8.10

(Continued)

	Expenses For Oct.	Unit Cost For Oct. 89 Units	Expenses To date	Unit Cost to date 868 units
HAULING				
Trucks Gas & Oil	115.99	1.30	837.13	.96
Truck Maintenance	59.70	.67	217.37	.25
Feed & Barn	117.13	1.31	703.28	.81
Labor	88.95	1.00	828.19	.72
	381.77	4.28	2385.97	2.74
MANUFACTURING				
Still Labor	67.27	.75	506.74	.58
Still Fuel & Supplies	55.72	.63	332.76	.38
Cooperage	255.30	2.87	1697.04	1.96
	378.29	4.25	2536.54	2.92
GENERAL				
Maintenance & Repairs	14.49	.16	160.03	.18
Office Expense	52.33	.59	451.25	.52
Shipping	10.98	.12	57.27	.07
	77.80	.87	668.55	.77
Total Cost	1688.07	18.96	12626.53	14.53
Less : Mdse. Profit Per Unit	106.57	1.19	1382.93	1.58
	1581.50	17.77	11243.60	12.95

NOTE: Cooperage cost includes steel barrels used to date.

MR. SESSIONS: In this connection, can you explain from the standpoint of your particular enterprises you have operated, can you explain how the industry has fared during the last year. Have you noticed for instance, in the first place whether there has been any marked tendency towards better times as far as you are personally concerned during the last year?

THE WITNESS: The only thing that has happened is that we have made a better production because there was hardly any rain the whole year.

MR. SESSIONS: Has there been any other tendency towards better conditions besides from weather conditions?

THE WITNESS: No, except that we thought we were smart and figured we should make a pale grade of rosin and I was one of the first to think he was so smart and a lot of fellows began to do the same thing and we made H N and window glass of pale grade rosin and then the old rosin went up until it was almost as high, and then there was no demand for the pale grades. We have three thousand barrels of it on hand now.

MR. SESSIONS: In the last few months has there been any marked increase in the market for turpentine and rosin?

THE WITNESS: No sir, just a few days at a time to make us think so but there wasn't any really.

MR. SESSIONS: Have you noticed any great increase with reference to the article that you have to buy?

THE WITNESS: Yes, that is reflected in this statement.

MR. SESSIONS: Can you make that statement in a few words?

THE WITNESS: This is the increase in the cost of feed and materials, gasoline and so on. We used to get gas for 13¢ and now it is 22¢.

MR. SESSIONS: Would you feel justified in making a statement that the increased prices which you have to pay for articles that you have to buy in order to operate your concern are not offset by increased market prices of turpentine and rosin?

THE WITNESS: Absolutely not. Our increased cost for feed, rosin barrels and spirits of turpentine barrels where we use them, hoop iron and other stuff, runs about twenty-four per cent more right now and I believe it is going higher.

THE PRESIDING OFFICER: I would like to ask about this barrel business. Where do you get the barrels and what do you do with them?

THE WITNESS: The pine rosin barrels are made in the country by sawmills. In three or four days time the rosin barrels went from thirty-five to sixty-five and they went down now.

MR. SESSIONS: What section of the country are you from?

THE WITNESS: Valdosta. We operate four places in north Florida and four in South Georgia.

MR. SESSIONS: Do you ever ship turpentine and rosin from one place to another?

THE WITNESS: No.

MR. SESSIONS: What is the general reaction among producers in your section toward any marketing agreement, are you voicing the opinion of the people in your community?

THE WITNESS: I am voicing the opinion of a large majority. There is a bunch out there who are afraid to do anything. I will come clean with you. They are afraid to come here and say what they think because if they do their money or lands would be cut off.

THE PRESIDING OFFICER: Do you believe that or not?

THE WITNESS: I certainly do.

MR. PETERSON: What leads you to believe that that is true?

THE WITNESS: They know their onions, that is all.

THE PRESIDING OFFICER: Getting back to the barrel proposition. I am under the impression that barrels are used for shipping turpentine to the factor, is that right, and the barrels are dumped?

THE WITNESS: Yes.

THE PRESIDING OFFICER: Does the factor buy the barrels?

THE WITNESS: If we get the second hand barrel back we pay the full price less 25¢ on each barrel. I have nothing against the factor. I don't see why we can't get together on this thing because if not, then we will all have to go out of business.

MR. PETERSON: How long have you been keeping books like this?

THE WITNESS: Twenty-five years.

MR. PETERSON: Can you give us the per unit woods production cost increase or decreases for the last few years?

THE WITNESS: I can have it the day after tomorrow.

MR. PETERSON: Would you say in general that there has been an increase or a decrease?

THE WITNESS: In expenses?

MR. PETERSON: In the unit, you say it is now $12.00 per unit.

THE WITNESS: There was a decrease but now it is going straight back up and that is why I say we are in worse shape now and that we need a marketing agreement more than ever before.

MR. SESSIONS: Can you make a brief statement as to whether or not your particular situation is typical of the situation of other producers in your community. Is that question clear?

THE WITNESS: I think we are all in the same boat. Some of us more than others, of course. Some of us I am afraid will never pay up and some of us will have to get prosperity good and strong to pay up.

MR. SESSIONS: This situation that you have explained in reference to yourself, is fairly typical in a general way of the situation of other people similarly located?

THE WITNESS: Yes Of course, through hard work I have done better than some and of course, worse than others.

MR. SESSIONS: You wouldn't contribute the bad conditions of the operators to poor management, would you?

THE WITNESS: I certainly would not.

MR. SESSIONS: You think even those exercising the best possible management with conditions as they are, are still going from bad to worse.

THE WITNESS: Yes sir. I think Mr. Reese's statement, I was surprised that he said he had a reduction of over two hundred thousand dollars in the amount owed. I don't see how they did it.

MR. SESSIONS: Are any of Mr. Reese's producers in your vicinity?

THE WITNESS: Yes, and if they are all alike his I can understand it better because he is the hardest working white man I ever did see.

MR. SESSIONS: Have you any additional remarks to make for the necessity of a marketing agreement?

THE WITNESS: No, except that we must have something done for us. The trouble is we cannot get together among ourselves. We have the same opposition every time we start.

MR. SESSIONS: Do you think, if, on the basis of the testimony developed some sort of compromise were reached which would be fair all around, that it would be possible to adjust these difficulties?

THE WITNESS: I don't douht it, I don't doubt that it could be done if we go into it with the right spirit of compromise and cooperation, I believe it could be done very easily.

MR. PETERSON: Will you tell me why you say there is such opposition each time an attempt is made to get together?

THE PRESIDING OFFICER: That is only an opinion.

THE WITNESS: I think you can read between the lines from what I said and get it straight.

MR. SESSIONS: I think any statement of that sort would be purely personal opinion, would it not?

THE WITNESS: Yes sir. If it will help this committee I can furnish you with the operating costs and then I can furnish you with the statements like those turned over to the income tax auditors or I can give you the production costs for any year or as many years as you want and I will be glad to do that if it will be of some help and give some light on the subject.

MR. SESSIONS: I think it would be very valuable and helpful.

THE PRESIDING OFFICER: You will kindly submit that within five days.

JOHN B. GORDON, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: My name is John B. Gordon and I live in Alexandria, Virginia and I am Secretary for the Bureau of Raw Materials for American Vegetable Oils and Fats Industries with headquarters at Washington, D. C.

I desire to submit the following amendment.

Article VI. Entitled Control Committee. This amendment is Section 1, paragraph (a). My proposed amendment reads as follows: "A Control Committee consisting of 11 members is hereby established; nine members shall be producers and residents of the State represented by them, and shall be selected by a majority vote of the producers

from such state or states. The other two members shall not be producers but shall be the official representatives of the Secretary of Agriculture and shall be appointed by him."

Gentlemen, I am, as nearly as I can find out, the only representative of the consuming industries of the naval stores at this meeting. Of course, you do have Mr. Peterson of the Consumers Council.

THE PRESIDING OFFICER: The amendment will be received in evidence and marked exhibit 25.

EXHIBIT 25

Article VI. Control Committee.

Section 1, paragraph (a).

"A Control Committee consisting of 11 members is hereby established; nine members shall be producers and residents of the State represented by them, and shall be selected by a majority vote of the producers from such state or states. The other two members shall not be producers but shall be the official representatives of the Secretary of Agriculture and shall be appointed by him."

THE WITNESS: The consumers of your products are in a partnership with you, in a sense. They want to see you thrive and prosper. They are not taking interest in the controversy which you are having but if you have a marketing agreement they would like to see this amendment adopted.

The producers are not, of necessity, and doubtless are not at all acquainted with the merchandising problems of the naval stores industry.

You gentlemen don't know what the consumers are up against when they endeavor to put your products into consumption. Take the case of rosin. At the present time the largest consumer of rosin in America is the yellow soap industry, it used to be the paper industry. Now, the reason for that is something quite contrary to the opinion which I presume 99% of you hold. The reason that the yellow soap industry is using more rosin than ever before is because of the low price of fats. The lower the price of fats, the more rosin the yellow soap industry can use. The yellow soap industry is in competition with the white soap industry. They employ silicate of soda. Sometimes a manufacturer of the two kinds of soap, in the majority of instances, is carried on by the same concern, making both white and yellow soap; naturally they are going to sell the product to which there is the least consumer resistance. If there is less consumer resistance to the yellow soap that is what they will sell, if there is less consumer resistance to the white soap, they will sell that.

In electing your quotas you should have knowledge of such facts. We know that because we are always up against such a situation.

I desire to submit for the record a chart showing the consumption of rosin in the yellow soap industry at varying price levels of animal fats and of rosin. This chart shows that as the price of animal fats has gone down the consumption of rosin in the yellow soap industry, has gone up. This red line you see on this chart is the consumption of rosin in the yellow soap industry.

The back line is the price of tallow, as that has gone down your consumption of rosin has gone up.

(CHART SHOWING CONSUMPTION OF ROSIN IN THE YELLOW SOAP INDUSTRY, RECEIVED IN EVIDENCE AND MARKED EXHIBIT 26)



INCRE:SES AS

PRICE SPREAD BETWEEN TALLOW AND ROSIN DECREASES

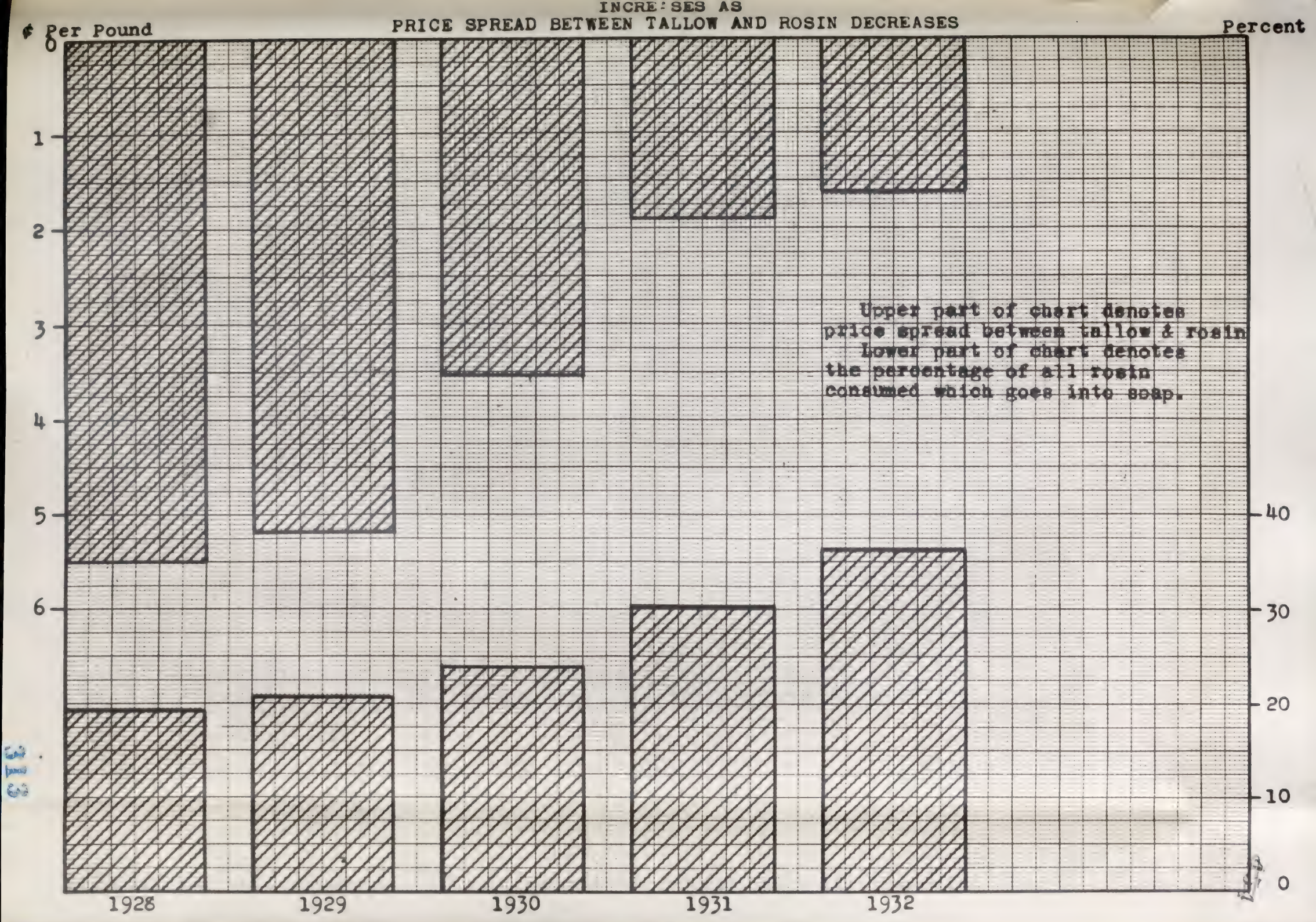
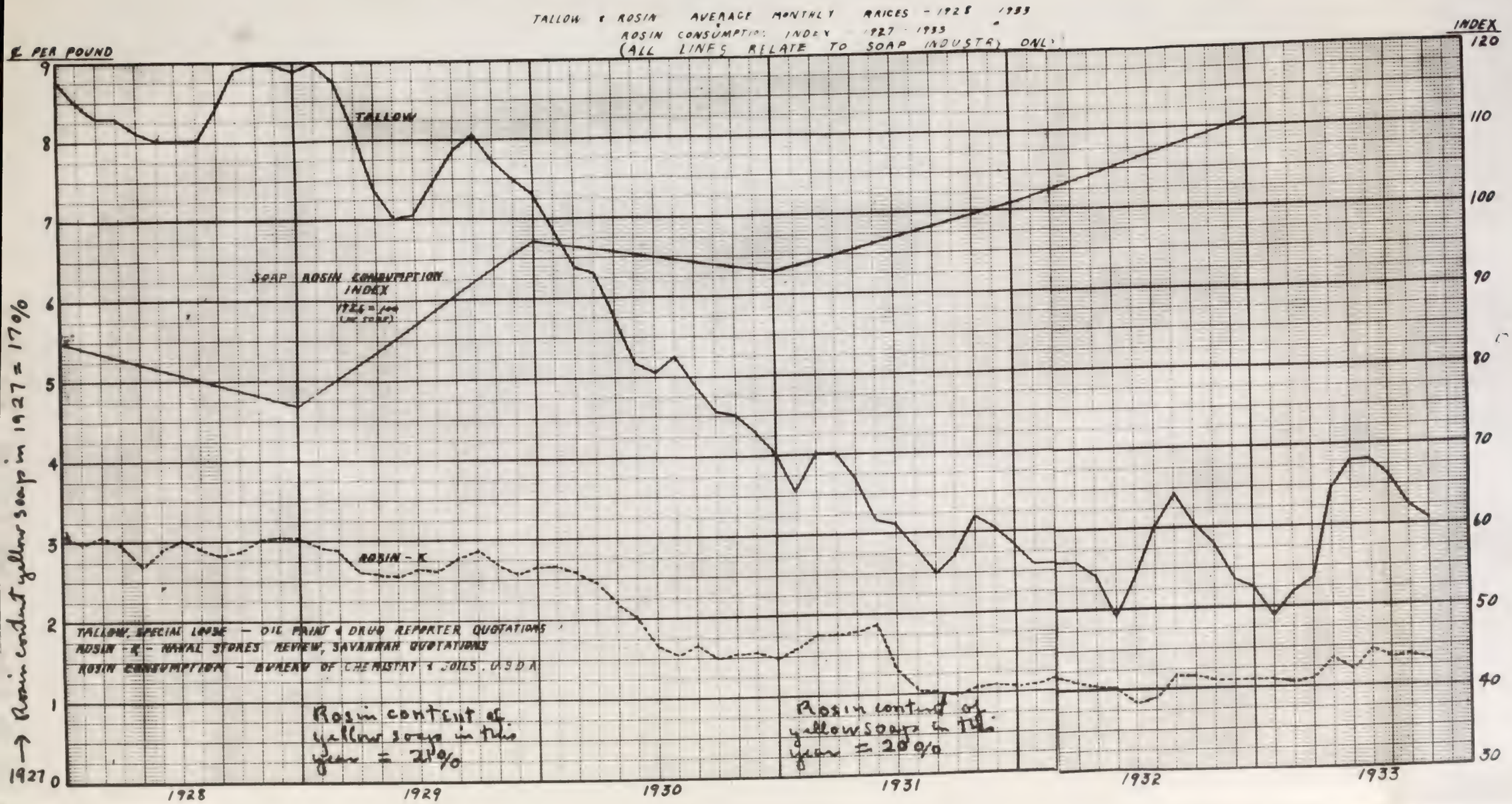


EXHIBIT 26


TALLOW & ROSIN AVERAGE MONTHLY PRICES - 1928 - 1933
ROSIN CONSUMPTION INDEX - 1927 - 1933
(ALL LINES RELATE TO SOAP INDUSTRY ONLY)
¢ PER POUND
INDEX
TALLOW
SOAP ROSIN CONSUMPTION INDEX
(1927 = 100 LINE SCALE)
ROSIN - K
TALLOW, SPECIAL LOOSE - OIL PAINT & DRUG REPORTER QUOTATIONS
ROSIN - K - NAVAL STORES REVIEW, SAVANNAH QUOTATIONS
ROSIN CONSUMPTION - BUREAU OF CHEMISTRY & SOILS, U.S.D.A.
Rosin content of yellow soaps in this year = 21%
Rosin content of yellow soaps in this year = 20%
1927 → Rosin content yellow soap in 1927 = 17%
1928
1929
1930
1931
1932
1933

TALLOW - SPECIAL LOOSE
AVERAGE MONTHLY PRICE
(Cents per Pound)

MONTH	1928	1929	1930	1931	1932	1933
Jan.	8.75	8.87	7.31	4.00	2.84	2.26
Feb.	8.50	9.06	6.87	3.56	2.60	1.90
Mar.	8.31	8.75	5.37	4.00	2.62	2.18
Apr.	8.31	8.12	6.31	4.00	2.62	2.37
May	8.12	7.37	5.75	3.68	2.44	3.47
June	8.00	7.00	5.18	3.18	1.93	3.81
July	8.00	7.06	5.06	3.12	2.44	3.82
Aug.	8.00	8.50	5.25	2.81	3.02	3.62
Sept.	8.37	7.87	4.93	2.50	3.43	3.25
Oct.	8.87	8.06	4.56	2.75	3.06	3.07
Nov.	9.12	7.75	4.50	3.18	2.81	
Dec.	9.00	7.50	4.31	3.06	2.37	
AVERAGE	8.45	7.91	5.53	3.32	2.68	

Spread - price of Tallow over Rosin

1928 - 5.50

1929 - 5.17

1930 - 3.52

1931 - 1.91

1932 - 1.61

ROSIN - K

AVERAGE MONTHLY PRICE PER POUND

(Cents per Pound)

MONTH	1928	1929	1930	1931	1932	1933
Jan.	3.06	3.04	2.67	1.49	1.08	1.11
Feb.	2.98	2.94	2.68	1.60	1.09	1.09
Mar.	3.08	2.88	2.59	1.77	1.17	1.08
Apr.	2.97	2.85	2.45	1.78	1.10	1.11
May	2.70	2.60	2.20	1.79	1.05	1.36
June	2.90	2.57	2.00	1.88	1.01	1.24
July	3.01	2.65	1.67	1.34	.84	1.45
Aug.	2.91	2.63	1.54	1.05	.91	1.38
Sept.	2.83	2.79	1.67	1.02	1.18	1.39
Oct.	2.88	2.86	1.50	.97	1.17	1.36
Nov.	3.01	2.70	1.55	1.08	1.11	1.26
Dec.	3.05	2.60	1.54	1.09	1.11	
AVERAGE	2.95	2.74	2.01	1.41	1.07	

ROSIN - K

AVERAGE MONTHLY PRICE PER UNIT *

(Dollars per barrel)

MONTH	1926	1929	1930	1931	1932	1933
Jan.	8.57	8.50	7.47	4.17	3.02	3.11
Feb.	8.35	8.22	7.50	4.47	3.05	3.05
Mar.	8.62	8.07	7.25	4.95	3.27	3.02
Apr.	8.32	7.42	6.87	4.97	3.09	3.11
May	7.57	7.27	6.17	5.02	2.95	3.82
June	8.12	7.20	5.62	5.25	2.83	3.48
July	8.42	7.42	4.67	3.75	2.34	4.07
Aug.	8.20	7.37	4.32	2.95	2.54	3.85
Sept.	7.92	7.82	4.67	2.85	3.30	3.88
Oct.	8.07	8.00	4.20	2.72	3.27	3.81
Nov.	8.42	7.55	4.35	3.02	3.12	
Dec.	8.55	7.27	4.30	3.05	3.11	

* - 280 lb. Barrel - gross

Source: - Naval Stores Review

Savannah Quotations

VILLENEUVE MUNICIPAL ELECTIONS, 1970 (Cont'd)

(Continued from previous page)

TOTAL ROSIN PRODUCTION
&
CONSUMPTION IN SOAP

Year	Total Production (500 lb. Bbls.)	Consumpt. in soap (500 lb. bbls.)	Soap Con. index (1926=100)	Percent of total consumed in soap
1926	- - - -	256,514	100	- -
1927	906,951	200,454	85	22.1
1928	947,387	182,538	77	19.3
1929	1,104,771	228,599	97	20.7
1930	908,422	218,967	93	24.1
1931	792,970	239,869	101	30.2
1932	714,657	261,350	111	36.6

Source of Basic Data: -

Reports of Bureau of Chemistry and Soils,

U. S. Department of Agriculture.

Now I have here a chart showing the fact that the proportion of all rosin going into soap increases as the price spread between tallow and rosin decreases. These bars at the upper part of the chart denote the price spread between tallow and rosin. The lower bars denote the percentage of all rosin consumed which goes into soap. You will notice as those on the top grow smaller, as the price spread decreases, the ones at the bottom get larger.

I desire to file that with the record.

CHART SHOWING THAT PROPORTION OF ALL ROSIN GOING INTO SOAP INCREASES AS PRICE SPREAD BETWEEN TALLOW AND ROSIN DECREASES IS RECEIVED IN EVIDENCE AS PART OF EXHIBIT 26.

THE WITNESS: These are the supporting papers which accompany the last chart filed and I desire to submit that for the record.

TABULATED SHEETS REFERRING TO EXHIBIT RECEIVED IN EVIDENCE AS PART OF EXHIBIT 26.

THE WITNESS: These figures are all the official figures of the United States Department of Agriculture, Bureau of Chemistry and Soils, with respect to the consumption of rosin, official figures of the Bureau of the Census with respect to the production of yellow soap and the official published figures on the price of animal fat.

Now you have a situation in the paint industry. Your job in the paint industry is to compete with mineral spirits. You may know that for years, the standard grade of good white paint has been white lead and turpentine.

MR. SESSIONS: Do you have any connection with any paint or varnish concern?

THE WITNESS: Yes.

MR. SESSIONS: Have you stated your representation, it may be possible my oversight but I thought you said soap manufacturer.

MR. WITNESS: Our association has in its membership practically every kind of consumer of oil and fat in America, paint, varnish, oil lubricants and soap manufacturers. I believe that I can readily secure the endorsement of all consumers to

this amendment. The amendment is offered for the good of the industry and will work to that end.

As I explained white lead and turpentine and linseed oil has been the best formula for making paint; there is however, a new paint where they are using mineral spirits and not turpentine and that is titanium oxide paint. That is another factor that has to be kept in mind when you establish quotas which effect the price of your product. If you have on your control committee men who are familiar with the merchandising problems in respect to naval stores, you would save yourselves a great deal of grief and in the long run, if you have a marketing agreement, it will be far more successful than if you tried to row the boat alone. Who the men are or would be I am quite sure the consumers would not endeavor to dictate at all; just simply unprejudiced men of broad vision who would consider themselves not as producers but as men who were going to act to the best interests of both producers and consumers.

I have enumerated the two fields in which you have the chief difficulties with substitution. I might state in the yellow soap industry this, that rosin, when the price of tallow and grease approach too close to it, the rosin is in competition with animal fats. At the present time rosin is higher than tallow so I suspect that the consumption records for this year will show perhaps a diminished consumption in the soap industry. It might

not because this change came about late in the year. Now your rosin is not only in competition with the tallow and the animal fats and the yellow soap industry but the yellow soap industry is in competition with the white soap industry. You should have all of these factors in mind in establishing these quotas which will tend to regulate the prices.

In the paper industry which is now the second largest consuming industry of rosin, I don't believe you are bothered by the substitute factor and yet, in that industry, I am sure that they would like to see the Secretary of Agriculture have an interestiin the control committee. I thank you.

MR. SESSIONS: Mr. Gordon, in your experience of recent years, have you noticed the opportunity or potentialities of opening up new consumptive channels for naval stores products?

THE WITNESS: Only in the sunthetic camphor field.

MR. SESSIONS: Do you think there are marked potentialities, do you think that turpentine and rosin have chemical properties susceptible to continued improvements in the line of opening up new consumptive channels?

THE WITNESS: I should say Mr. Sessions, there is a wonderful field for investigation. Off hand, I cannot say what avenues those investigations should follow but competent investigators might be able to uncover new fields.

MR. SESSIONS: Are you familiar with the research work that has been carried on by the Hercules Powder Company adjunct?

THE WITNESS: Only casually.

MR. SESSIONS: Do you think the developments obtained by that company might be indicative of what could be done with gum products?

THE WITNESS: Yes.

MR. SESSIONS: So that you think that not only is there a chance along consumptive channels for substitutes, but also an opportunity of developing new outlets for naval stores commodities?

THE WITNESS: Yes, but you must consider that the substitutes are definite realities and the probable new outlets are something altogether in the future. You know the substitute is there and is cutting in but the other is entirely up to the ingenuity of the chemists.

MR. SESSIONS: You are aware however, of the developments in synthetic camphor?

THE WITNESS: Yes.

MR. SESSIONS: And that is the only result you can speak of in that respect?

THE WITNESS: Yes.

MR. SESSIONS: Thank you.

ROBERT M. NEWTON, of Wiggins, Mississippi, Producer and member of the Producers Committee, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: I am speaking as a producer and a member of the producers committee who voted at the mass meeting of producers held at Valdosta, Georgia on September 14, 1935. This meeting was called by giving all possible publicity and urging every producer of gum turpentine and rosin to attend. At that meeting, a regular agreement was submitted and read and a vote taken as to approval of the principles incorporated in the agreement. You have the result of the vote on record and it showed beyond question that the principles of the marketing agreement as submitted had the approval of a substantial majority of the producers attending that meeting.

In order that the marketing agreement might be put into effect a committee of eleven were selected by and from the producers to take the necessary steps in procuring the approval of the agreement by the authorities at Washington. Of this committee of eleven, a sub-committee of five were appointed to go to Washington, of which five I was a member and at this point, Mr. Chairman, I would like to say that those members of the committee and members of the sub-committee have had frank and sincere discussions of this matter and I have no knowledge of any members of either committee taking any position which would be considered as unfair to the trust given them at the Valdosta meeting and therefore, as a member of the committee, I resent any insinuation or any statement which may be

interpreted to the effect that the committee has been other than fair in its action. I refer to a statement made by one of the witnesses before noon to the effect that there was a nigger in the woodpile. Inasmuch as the agreement that you are considering in amended form and which will be further amended here in order to conform as nearly as possible with the principles of the agreement which were entrusted to the committee at Valdosta, is merely in the form of a report of our work, I feel that it is unfair that any producer should feel that the committee has been anything other than sincerely carrying out the mandate of the Valdosta meeting, and that they have intentionally or unintentionally produced any feature which would be other than impartial and fair to all producers. Some one has referred to this hearing as the gold fish bowl. And I want to say if there is actually a nigger in the woodpile, the committee is as anxious as anyone to have him exposed and brought into the open, and gentlemen, we hope that you'll do everything possible to develop whether or not there is a nigger and if so what is the nature of it.

MR. SESSIONS: Mr. Newton, has the producers committee of which I understand you are a member, been in conference throughout all of the negotiations of formulating this agreement prior to the Valdosta meeting and before going to Washington, have you been in conference with all of the producers whom you could contact?

THE WITNESS: I went to a meeting in Jacksonville ten days prior to the Valdosta meeting and at that time there was a joint meeting of a few producers and factors held at the George Washington Hotel to consider whether or not the marketing agreement would be the thing to do. There was quite a bit of discussion at this meeting and there was a divided vote but those in favor of proceeding with some form of agreement outnumbered the other, and at that meeting a committee of seven were appointed to go over the agreement that had been worked on prior to this point, and get up an agreement to be presented to the mass meeting of producers to be held at Valdosta on September 14th. Up until that time I had no connection with the drawing up or consideration of any agreement. Since that meeting at Valdosta, as I remember, it was about a week or ten days before we were able to get an appointment with the Administration to go into this matter. I went immediately from Valdosta home to Mississippi to arrange my business and to make this trip. I left home expecting to be in Washington one week. Not having any experience prior to that time with the way the thing works up there, I expected to stay one week. I left home Wednesday night and got back Saturday morning and the difference was that I was there seven weeks and during that time I had no contact with the producer at all. Our committee of five remained there about two weeks, one member went home and then came back, another went home and then came back and at the end of the fifth week three were there.

MR. SESSIONS: Since you returned from Washington has your committee endeavored to contact as many producers throughout the producing area as possible?

THE WITNESS: Well, I was in Washington and I remained there three weeks as the only member of the committee. The committee came home and gave instructions to its members to endeavor to get as many approvals to the principle of the agreement as possible prior to this hearing today and when we went to Washington we had the approval of about 62% of the Valdosta meeting but that is volume compared to the entire gum production was only 49% and since then we have endeavored to get approval to this agreement and as I remember the report made by the secretary of the committee, it is approximately 60% now and we tried in every way to contact the producer and explain the agreement and get his approval to it.

MR. SESSIONS: Is your committee at this time sympathetic with any suggestions relating to the proposed agreement? I mean, are you sympathetic with any suggestions that any dissatisfied producer may have to the agreement?

THE WITNESS: I will cover that in a minute. Not having been a member of the committee for drawing up the original agreement, there were agreements being considered since July but not having been a member of any of these committees I was not familiar with the work until ten days before the Valdosta meeting, this six-year period used, I am told that the reason for the selection of that ~~for the selection of that~~ particular number of years for the basis

was in order to be fair beyond all question to the various classes of producers, gum and wood, and also to give due consideration to those producers who had decreased production and also those who had increased production, inasmuch as this committee is made up of producers whose interest is identical as that of every producer, I am sure that I can speak for that committee when I say that if this method is not fair or just that any other plan or basis that would be fair or just to all producers, would be acceptable to the members of the committee.

But as I say, I was informed by those who worked prior, I asked the question of those who were drawing the agreement why were six years used and I was informed that in working out the thing that six years was the most equitable basis considering gum and wood and all classes of producers, and I didn't question it. If that is not fair and just we would be acceptable to anything that is.

MR. SESSIONS: This 49% by volume represented at Valdosta, is that in Georgia?

THE WITNESS: Yes.

MR. SESSIONS: At the Valdosta meeting were all types of producer represented in that, small and large and intermediate?

THE WITNESS: Yes, the record is here on file and shows the volume of production, the factor and all. Mr. Langner can give you that. It was a mass meeting of producers.

MR. SESSIONS: Are those producers who have approved the principles set out in the agreement since your return from

Washington, are those so approving the principles in the agreement representative of the various types of producers?

THE WITNESS: So far as I know, yes, from my inspections.

MR. SESSIONS: Any producing as few as two hundred and fifty barrels of turpentine?

THE WITNESS: One at Louis, Mississippi, 80 units.

MR. SESSIONS: Do you have any in the hundred unit class?

THE WITNESS: The next one is four hundred if I remember it correctly. I want to say that our section is united with this one exception and that gentleman is here now and he said he was for it in principle except for one provision, he is under a contract with a saw-mill under which he has to hang as much as it calls for or he will forfeit his lease and cash bond and with that one exception from Mobile west we are one hundred percent with the agreement.

MR. SESSIONS: Small and large alike?

THE WITNESS: Yes.

First I would like to say that I believe that a marketing agreement will be beneficial. Congress saw fit to pass the Agricultural Adjustment Act and under the terms of the Act, the Agricultural Adjustment Administration as I understand it, are in a position to render a service to farmers through a marketing agreement. And I feel that the only help that can come at this time is by permitting the Agricultural Adjustment Administration to come in and permit us or give us some marketing agreement and

as I see it this marketing agreement proposed, with the amendments, is the kind needed and one which I think will give us the necessary relief.

There is no doubt that we are in a deplorable condition and must have relief and we who favor this marketing agreement feel it will tend to give it, if not actually give it. It has been stated today about a cut in production. I don't understand what they mean when they say "cut in production." There is no wording in the agreement that says anything about reducing production. The purpose is to balance production, that is what we want. M. Gordon who just spoke here wants to protect the consumer and that is our purpose. We don't want to make any more than can be consumed but what we want is to balance the production with consumption and let supply and demand be the basis of the market, not over production but balanced production. I will say that no one man can say what will be a cut in the croppage next year unless under the six year average basis it might work out but so far as the crops are concerned, you don't know what it will be until the survey is made and when it is made it will be the intention of the committee, and the Secretary of Agriculture will prove it, not to make a croppage too small to force the price to the consumer sky high, but to prepare and allocate a crop that will balance.

MR. SESSIOMS: You have made reference Mr. Newton, to the deplorable condition of the producer. I wonder if you would expand on that a little bit. Does there exist, with reference to your particular concern what might be called an

emergency and has that emergency been eased up a little in the last few months?

THE WITNESS: I think the time has come to look into the gold fish bowl and I will do my best to take the lid off and let you look in. We know that the wages we pay our labor are absolutely unreasonable, our laborers are barefooted and underfed and we are pretty much in the same condition. Under the present market we cannot do anything, we have to go out of business or continue paying low wages or the market must go up. We must have better conditions. It was brought out by Mr. Reese yesterday, that the accounts of his producers as I remember, was something over two hundred thousand dollars, in better condition on October 31st of this year than it was on October 31st of last year. I don't know about that. I am sure it is true, but why? There are two or three reasons for this. The wages being paid in this section last year and this year, up to about July 15th, or August 1st, was about the same.

There was no increase in cost so far as wages are concerned but commodities and supplies went up, probably in June or July, but wages were not increased until July or August. Since that time there has been an increase in wages, not due to the advance in the market although we have had a slight advance, but the wages were not increased until about July. It enabled the producer to apply that much more to his account with his factor and I contend, I feel, that as brought out by Mr. Reese, production this year was something like twenty-five percent; or greater per crop than

a year ago. Last season's production I think was low as it was, due to two conditions. One, a year ago the producers were late in making financial arrangements and getting the price in shape for last year's crop. Secondly, due to the forest fires and the delay in preparing the crop caused it to be lower than it would have been but it resulted in last winter the producer making arrangements early, starting off in the spring and this year it has been more favorable and it has resulted in a bigger production but another thing was the fact that the high cups of 1932 went out and high cups are low years and virgin cups were put in place by the producer. Mr. Reese stated that himself.

Now, where did this $250,000 in reduction in accounts come from? On October 31, 1933 his accounts were so much, I don't remember the figure, but they were about $250,000 less. This was due to the fact that up until October there was probably a five unit per crop increase in production over the same period last year and if they handled about fifty thousand units which the records show as submitted, fifty thousand units, I don't know the exact croppage, but anyway if you say five units to the crop at eleven hundred crops would be 55 hundred units and it was brought out by Mr. Reese that the price this year was $37 per unit and last year $32. I believe he said. Well, if the average this year had been $37 per unit, this alone would figure $203,500. Now, in addition to that of a total of fifty thousand barrel volume that they are doing as I understand from his

figures, about 80% comes in up until October 31st which amounts to 40,000 units, up to October 31st. Our figures jibe as to the $32 and $37. The only difference is that he figured net to the producer and we figured the Savannah quotations, and it takes that difference to get it into the market. Anyway, six hundred and forty thousand units figured at $5.00 per unit which is the difference between $32 last year and $37 this year, will give you another $200,000. There you have a total of $403,000, of this amount he also mentioned he advanced $250,000, so I can account for that much of it. I know up until July that there were no increases in the wage scale.

MR. SESSIONS: You say there has been no increase in the wage scale to laborers?

THE WITNESS: Our increase came in July this year.

MR. SESSIONS: Is it possible for the laborer to continue another winter on the same wage scale as at the present time?

THE WITNESS: Yes, if they can't find anything else to do. They are hardly existing now. We know this recovery program is going to be put over if it is humanly possible and in view of that, with the public works contract being put out at 40¢ an hour for labor, which is twelve dollars per week and is the standard of Government labor, our turpentine labor if we keep on, if jobs are available which it is the policy of the Administration to do if it is at all possible, if the jobs are available, it will be such that we will not be able to keep our help unless we can pay a wage in line with other wages and considering the house and rent and all that, it would run about nine or ten dollars a week.

MR. SESSIONS: You say the wages, that the laborers are getting at the present time does not permit of existence?

THE WITNESS: I mean this, just enough to keep the body and soul together, yes.

MR. SESSIONS: Can you continue through another winter to pay the same wages as in the past if conditions don't get better during the winter, can you continue to pay them as you are at the present time?

THE WITNESS: On the basis of the present market? . . . . . whole thing is going ..... opposition.

THE WITNESS: Probably so, I haven't checked that and I won't say yes or no. I don't know without checking it up but I don't think we are making expenses right now with all the items being considered. I was away from home for two months and am not entirely familiar with the last two months costs.

MR. SESSIONS: Do you see any prospect at the present time for any increase?

THE WITNESS: No increase, and in Mississippi our labor is leaving us every day because there are no jobs opening up and we are not in a position to pay them as we should. As I see the position of the turpentine producer, we will have to get in a position to pay the labor a regular rate or we will have to quit and for that reason I cannot see why the opposition won't join hands and try to work out something that will help the industry, if not, the whole thing is going.

I cannot understand the opposition. I have never gotten into anything with my heart any more than I have this. I have

tried to work out a fair and equitable basis and that is true of the entire committee. I haven't found any of them any other way and if the nigger is in the wood pile I want to know it because if I am working for something not right I would quit this minute. I resent it and if these fellows have any evidence to substantiate that, by George, why don't they get up and say so. I don't like it! (Applause)

I have said something about an increase in the wage scale but I don't know if our producers figured out what that will mean. Today we pay 65¢ or 70¢ for chipping. Let our men figure out that if they pay $9.00 a week to their laborers that will mean that the chipping costs us $1.10 or $1.25 cents per thousand and 80¢ to 90¢ for dipping and $1.75 for day labor. I have worked it out and we have got to get sixty-five to make it. We have to remedy it or the bulk of us will be in a fine fix next year.

I am sincere when I ask you to join hands with the government as has been offered, not to cut the crop and hurt the consumer but to balance the crop and I know with the brains of the naval store industry, that can be done as quickly as anything that is humanly possible.

MR. SESSIONS: What type of producers will continue to suffer most, the person producing between what brackets of units?

THE WITNESS: I hadn't thought of that until Mr. Autrey mentioned it but the most efficient man the little one, he will suffer less than any.

MR. SESSIONS: Are there a large number of producers, relatively large, who produce crude gum just as adjunct to other farm operations?

THE WITNESS: Not in my sections, I won't say for Georgia, but I think there is quite a proportion, the exact number I don't know. Some others perhaps can say.

MR. SESSIONS: Would you say that where your whole means of livelihood is concerned purely with turpentining, where you look for revenues to no other farming operations, would you say that that type of producer is the one who will tend to suffer the most?

THE WITNESS: Yes.

MR. SESSIONS: You have no other crops to sustain you and supplement your turpentine operations, is that so?

THE WITNESS: Yes.

MR. SESSIONS: I would like for you to expand on that a little bit.

THE WITNESS: I would be talking about something I am not familiar with and I think some of the others can give you more information on it.

MR. SESSIONS: If it be accepted as a fact that the small producer can make ends meet because he can supplement his operations, you would say that condition would not apply to the producer who doesn't supplement his farming operations in that matter?

THE WITNESS: That is true.

MR. SESSIONS: Is there anything else?

THE WITNESS: That is all at this time. Perhaps later I will have something to say and I would like to come back if necessary.

THE PRESIDING OFFICER: You may do so.

We will now adjourn until seven o'clock.

(HEARING ADJOURNED UNTIL 8:00 P. M.)

(HEARING RESUMED)

THE PRESIDING OFFICER: I propose at this time to launch into the stage of the hearing which has to do the proposed marketing agreement. Those in favor of the proposed marketing agreement will be heard at this time.

JULIAN LANGNER, Resumes the Stand.

Mr. Chairman, we would now like to place in the record the proposed marketing agreement.

THE PRESIDING OFFICER: It has already been placed in the record and marked as Exhibit No. 3.

MR. LANGNER: We would like to explain very briefly, without going into it paragraph by paragraph, just how we expect to operate and why.

THE PRESIDING OFFICER: You may do so.

MR. LANGNER: The agreement as you all know, together with the amendments which have been placed on the record, is practically the same agreement in principle but changed in phraseology, to the agreement which was approved at the mass meeting of producers at Valdosta on September 14th. Now the express purpose of this agreement is to establish and maintain such balance between production and consumption of agricultural commodities and such marketing conditions therefore as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing

power with respect to articles that farmers buy equivalent to the purchasing power of agricultural commodities in the base period, the base period in the case of agricultural commodities except tobacco, being the pre-war period, August 1909 to July 1914.

I would like to explain in a very few words how the proponents of this proposed agreement expect this program to operate. The agreement provides that a control committee of nine producers shall be selected by the producers themselves, one from the state of North and South Carolina, three from Georgia, three from Florida, one from Alabama and one from Mississippi, Louisiana and Eastern Texas. As I understand it, all the producers from those states will have an opportunity of selecting for themselves the men from those states, resident and producers of those states, whom they would like to represent them on this Control Board. There is no provision made for anybody except producers to be members of this Control Board because we feel that the producers of this commodity are well capable and have the brains and ability to establish for themselves just exactly how and where and in what manner they shall market their own commodities. We feel, in spite of all of the opposition presented to this agreement that there is the ability among the producers and there is the brains and intelligence of the industry to handle their products in their own way and their own advantage and so the Control Board is to consist of producers, if the marketing agreement is ultimately approved by the Secretary of Agriculture.

Now, the agreement as it is at present prepared, provides that it is to be made between the American Gum Turpentine Farmers Association, a non-profit corporation organized under the laws of Delaware, with no inequitable restrictions upon membership. You will remember we placed in the record this evening an amendment of that term 'contracting producer' which read the term "'contracting processor' means any person handling, or separating crude gum, oleoresin, for its derivatives gum turpentine and gum rosin."

Now, the Act says that the secretary may enter into marketing agreements with "processors, associations of producers, and other engaged in the handling in the current of interstate or foreign commerce of any agricultural commodity." This we feel, after due examination, particularly of the little booklet entitled "Statement of General Policies' issued on October 24, 1933, very clearly excluded the individual producer of crude gum from the benefits of the Act because as individual producer, apparently as we have read the rules and regulations laid down in the Act, an individual producer as a producer only, is clearly under these executive orders not included as a person with whom a marketing agreement under this Act may be entered into by the Secretary of Agriculture. The three words, "Associations of Producers" in the Act, with a comma before and at the end of these three words, might be construed to mean any associations of producers, that is, marketing associations or any other kind of association.

If this construction is correct, then the American Turpentine Farmers Association, which is the name of the contracting producers, is eligible to enter into this agreement. But, if the

words "Associations of Producers, and others engaged in the handling" and so forth means that an association of producers must be engaged in handling the commodity, I mean the actual marketing of the commodity then the American Turpentine Farmers Association is not an eligible contracting party because it does not engage in handling gum turpentine or gum rosin for its members. Its charter actually provides that it is to assist its members in orderly marketing to appear before Federal State and Trade bodies and to organize cooperative marketing associations and cooperate with other agencies in matters affecting the production and distribution of gum turpentine and gum rosin.

Now, undoubtedly the intent of this act is to make agreement with the handlers of a commodity and, according to the definition in the executive orders a handler "is one engaged in", I am quoting now, "in distribution, cleaning, sorting, ginning, threshing or ot er separation, grading, canning, preserving or packing the commodity prior to its first processing off the farm."

That is from paragraph 2 on page 1 of a Statement of General Policies Governing Marketing Agreements and Codes of Fair Competition, issued October 24, 1933, by the Department of Agriculture, Agricultural Adjustment Administration.

Now, in order to effectuate the purpose of this Act the Secretary has already entered into a number of marketing agreements with those engaged in handling, as defined in the executive order, of Agricultural Commodities. The Secretary has made agreement with handlers who first process prior to and after the product has left the farm, for example with milk distributors, with cotton ginners,

with packers, canners and so on. Now, in some of these cases the Secretary has made contracts with individuals who are both producers and distributors, for example with dairymen who produce their own milk, who separate their own creameries, who distribute milk and cream and who convert milk and cream into butter and cheese, processed products.

MR. SESSIONS: It is not to my knowledge that the Secretary entered into a marketing agreement with cotton ginners.

MR. LANGNER: I thought you would pick me up on that, I should have said he had approved an agreement.

MR. SESSIONS: That doesn't mean that the agreement has been executed.

MR. LANGNER: No sir.

MR. SESSIONS: Otherwise it is perfectly correct.

MR. LANGNER: May I correct it by stating he has approved an agreement with the cotton ginners as far as we understand, and which at the moment as far as we know, is in the process of completion.

Well, now, the Secretary apparently approved an agreement with the cotton ginners who are also growing cotton but who operate their own gins, I mean by that, he has approved an agreement with cotton growers who also operate their own gins and by reason of the fact that they are growing cotton if they are operating their own gins they are not precluded from entering into a marketing agreement as cotton ginners. The Secretary has made marketing agreements with walnut growers who grow their own walnuts and who pack and sell their walnuts and as long as they pack their own walnuts, the fact

that they produce walnuts does not preclude them from entering into an agreement with the Secretary.

A few days ago, to bring the question home to those of us who live in Florida, the Secretary approved the Citrus Agreement under which the grower who happens to own his own Packing house and ships his own fruit can become a signatory to the agreement,

I am trying to bring home t.s fact that a man who grows citrus if he is also a shipper and packer, is not precluded from entering into an agreement with the Secretary, I say that because of the fact that we have used the word "contracting processor". The Secretary has licensed and will license such producers and has extended his licenses, for example, to cover the walnut packers, or producers and packers of walnuts provided they are both packers and producers and milk producers and producers of milk, dairymen who are also distributors of milk. In fact, the Secretary has recognized that the act of producing does not exclude a person from entering into a marketing agreement provided he also comes within the confines of the executive orders, and I have never seen the original of the orders but I assume the statement of General Policies in which they are defined, will be a correct definition of the Orders.

Our first point is that the act of producing in our case, "crude gum," does not preclude the producer from entering into a marketing agreement, provided however that he handled his crude gum under the terms and conditions of the act himself as to how

he must be a handler under the marketing agreement.

But these producers are not entering into this agreement as producers of crude gum. I am now not speaking of the man who does nothing but produce crude gum, but a producer in the sense of a producer of the gum turpentine and rosin within the meaning of the definition which says,"Any person handling or separating crude gum, oleoresin, for its derivatives, gum turpentine and gum rosin." I say these producers are not under the agreement as producers of crude gum but as handlers of naval stores which is definition No. 5 on Page 1 of the Statement of General Policies, issued October 24, 1933, "In general, industries, trades, and sub-divisions, thereof covered at present by the Executive Orders are those engaged principally in handling" and then it goes on, 1. 2. 3. 4. and 5. which is naval stores.

Now, our producers of crude gum are engaged in separating crude gum for their derivatives gum turpentine and gum rosin and gum turpentine and gum rosin is Naval Stores as defined in the Naval Stores Act of 1933, a copy of which I would like to offer for the record.

In other words, the producer of naval stores falls exactly in the same class as the cotton grower who is also a ginner and who, if he is also a ginner, which is handler under this definition, can enter into a marketing agreement with the secretary, or in the same class as a milk producer who, if he separates and then sells his milk and cream, as a producer distributor can enter into a marketing agreement, or if walnut grower if he packs and ships his walnuts, can enter

into a marketing agreement, and there are a number of other illustrations of like nature.

Therefore, point 2 is that the gum naval stores producer enters into this agreement as a handler, within the full and clear meaning of the definition, "any person engaged in the handling or separating crude gum, oleoresin, for its derivatives gum turpentine and gum rosin."

Article III in the agreement provides that each producer shall pay his proportionate share of the expense of the Control Committee. Now there have been a good many statements made as to what the expenses are likely to be. No one can say with any certainty. We cannot be absolutely sure what they will be, but the Producers Committee has very seriously and earnestly tried to work out what the approximate figure might be. It won't be $150,000 as one naval store factor said in a letter which was sent out, or $130,000 which was the figure contained in another letter sent out, but we do believe that the Control Committee can perhaps operate on less than $70,000 a year, including the cost of making these tags which comes to something like one-third of the cost, and we had a man working to find out the cost of tags, and the best figure we got was $22,000 if we have a four to five hundred thousand unit a year crop and I believe we took the average figures for gum and wood to arrive at the approximate figures.

MR. SESSIONS: Will you please explain how you arrived at these figures?

THE WITNESS: I can put that in the record.

MR. SESSIONS: If you will explain it, it probably would be of some help.

MR. LANCHER: If you don't mind I will, I have it in front of me. I will come back to it in a minute.

MR. SESSIONS: You can bring it up at any time before the conclusion of your remarks.

MR. LANCHER: Now, Mr. Chairman, the purpose of this agreement is to balance production with consumption and naturally, certain duties fall upon a Control Committee if and when appointed. First, it will have to estimate the probable consumptive demand for gum turpentine and gum rosin and will have to estimate the probable consumption demand, both at home and abroad, of naval stores which will probably include gum naval stores and wood naval stores. In other words, a total probable demand for naval stores. uestions have been raised as to whether or not --- I think Mr. Reese's statement is that the Control Committee would have to be unusually gifted in order to establish what the consumptive demand is likely to be, but I would like to draw your attention to the fact that there are other marketing agreements already signed by the Secretary of Agriculture and licenses issued. For instance, the marketing agreement for walnuts, the marketing agreement approved September 9 in which a Control Board was given authority not later than five days after organization in 1933 and so on, to ascertain the estimated consumptive demand for walnuts. I haven't seen any of the other agreements and so, of course, I cannot speak for them but in this case anyway, the Control Committee's job is to ascertain the probable consumptive demand for naval stores, rather it says in the Agreement to "estimate the amount of turpentine and rosin owned and controlled by producers and distributors which will be available on December 31, 1933 and

carried for the following year for sale to consumers. Upon the basis of such estimate and upon information obtained from market surveys conducted pursuant to paragraph C, Section 2 of Article 6 hereof, shall determine the total volume of turpentine and rosin which shall be marketed during the ensuing calendar year."

Then the control committee has to allot to each producer the percentage of the total quantity determimined in Section 1 above that I have quoted from, which the producer shall market during the ensuing year. I would like to explain that more fully so that you can understand what is in the mind of the committee who proposed this general form of agreement. None of the rosin and turpentine which the producers have on hand on the last day of this year will be included in the allotment. This Control Committee, if it is operating by the first day of January, 1934 is presumed to have a knowledge at that time, its job will be to get that information, possibly for the first time, complete statistical information on the actual quantity of available stocks of rosin and turpentine in the producing belt, in concentration points, in use and in the woods, and the available stocks of rosin and turpentine on hand on the last day of December 1933. Whatever the producer has on hand at that moment will not be included in his allotment for the following year because it only covers the production during the following calender year and not what he has on hand. You must remember in establishing those quotas and the available supply, the quantity available for marketing, that the Control Committee in making this survey and its estimate of supply and demand, will have to have full

knowledge of the quantity of rosin and turpentine on hand as a result of the surveys made, and will take into consideration the quantity of rosin and turpentine on hand at the beginning of the year when the allotment program would come into effect, if this Agreement does go into effect. Now, I am not going to say anything about the method of allotment, it has been discussed. We are not standing hard and fast on it and as I say, my Committee didn't realize I was going to discuss this this evening. My Committee went on record today that it was not hide bound as to the method of allotment and if better methods could be found they were willing to accept them if they are fairer and worked more equitably for any group. But insofar as this agreement is concerned, we realize that no producer can enter into an agreement nor would the Secretary of Agriculture approve an agreement with the producer which would not, or did not, recognize that they were contracts existing which were directly contrary to the form of this agreement. Neither you as a producer, nor the Secretary of Agriculture, would be willing to enter such an agreement. Therefore, we added in today an amendment which provided that in the event any producer "provided that if, on November 20, 1933, any processor is the lessee of timber, the terms of whose lease requires working a minimum number of crops, then the allotment to such processor shall be in accordance with the provisions of such lease." As you all know, I am not an expert on naval stores and if you would like to have that further explained I am sure that Mr. Newton, for example, would be glad to explain it.

MR. SESSIONS: I think it would be very interesting at this time.

MR. LANGNER: Yes sir.

ROBERT N. NEWTON, Recalled.

I cannot see that I can elaborate on that which has been read. "Provided that if, on November 20, 1933 any processor is the lessee of timber, the terms of whose lease requires working a minimum number of crops, then the allotment to such processor shall be in accordance with the provisions of such lease."

There are existing leases, I mean existing contracts requiring the working of minimum croppage. These contracts had been in effect for a long period of time. They were not made in anticipation of any Marketing Agreement and some of these contracts have heavy penalty clauses. In fact, I personally know of one man who has a cash deposit of $5.00 per acre as a guarantee of faithful performance of the contract and this amendment was put in with the understanding on the Committee's part that existing contracts with provisions of this kind would have to be protected by the agreement and not apply -- --- a producer, I will say this, that a license could not apply against a producer where his contract has a provision of this kind which would result in the cancellation of the contract and the forfeiture of the lease. We do not want to curtail anybody or do anything that is not fair and, as I said, this Committee is endeavoring to do the square and equitable thing.

MR. SESSIONS: Mr. Newton, I understand that there may be in existence leases the terms of which require a certain number of faces to be chipped on the trees that are to be worked, is that correct?

THE WITNESS: Yes

MR. SESSIONS: Now then, have you any idea of what proportion of the total production is subject to terms in leases of that kind?

THE WITNESS: I don't know, a small percentage, I should say. I only know a few contracts of that kind and I want to say here and get it in the record that these two contracts are the only contracts that I know of. I might say that Alex Sessoms made one in 1926, that is the Timber Products Corporation. Being a member of the committee, that may be one of the niggers in the woodpile they are talking about. Now this contract was made in 1926 by the Timber Products Company with which we had no connection. In 1928 the Newton family came to Georgia and took over the property, and I believe at that time the croppage was forty or fifty.

MR. SESSIONS: Are stipulations of that kind in leases customary to your knowledge. Is it a frequent thing insofar as your experience serves you?

THE WITNESS: I don't know of only one other, only one other that is subject to the same proposition that you have here.

MR. PETERSON: What percentage of the total production that you know about, would these two contracts cover?

THE WITNESS: These two contracts cover on the present croppage forty five hundred units, four thousand at one place and I think it is fifteen hundred at the other and I would like to say that one is Exhibit B that Mr. Reese spoke of yesterday.

MR. REESE: Exhibit A.

MR. SESSIONS: Exhibit A.

MR. SESSIONS: Pardon me, Exhibit A.

MR. SESSIONS: The points I have in mind are two-fold, one of them is, if terms in leases like that were frequent, the effect of it might possibly mitigate the effectiveness of the proposed plan.

THE WITNESS: Yes.

MR. SESSIONS: On the other hand, if such an exception were made would it not be rather discriminatory as against the others?

THE WITNESS: If it is not necessary from a legal standpoint and it would be discriminatory that amendment should not be put in.

MR. SESSIONS: I cannot presume to pass on that.

THE WITNESS: If it is not fair it should come out. If it is not legal and works unfair to the others I say it should come out.

MR. SESSIONS: I merely wanted the facts and I wondered if there were many leases outstanding of that kind and you said 'two.'

THE WITNESS: That is my opinion.

MR. SESSIONS: And secondly, I wanted to know whether or not as a matter of fact such an exception might be considered by the other producers and processors as being discriminatory and you said it perhaps might be thought so.

THE WITNESS: I haven't heard it discussed. I would like to have it thoroughly discussed because it so happens that the other contract, that we own ten percent of it, having bought it in 1929. I want to make myself clear there because maybe I am the nigger in the woodpile and if I am I want to know it, I want to know what they are talking about.

~~are talking about.~~

J. P. TURREGANO, Representing the Pine By-Products Corporation, of Alexandria, Louisiana, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE WITNESS: Mr. Chairman, Gentlemen of the Committee. At this time possibly it might be wise for me to clear up this second contract that has been mentioned by Mr. Newton. In coming over here my main object was in the protection of my stockholders under a contract that was made in February of 1932. That contract does not fix a minimum croppage. It fixes an allotment of acreage. Of course in our section the timber being very large, we cover a very much larger acreage, than here. We are compelled under the terms in our contract to accept the allotment made by the lessors on the first day of December. They can make it as high as twenty-four hundred acres a season for each of two saw mills. In addition to that, gentlemen, there is a clause which permits the m if they want to do it and business justified it, to put in two more saw mills and I would have to take care of the additional acreage that would be allotted to me before the mills would be completed. That is the difference between my contract and possibly the contract of Mr. Newton and by the way, I want to say, so that the nigger comes out of the woodpile, because none is there, that Mr. Newton is my vice-president of my company. I think a great deal of his judgment and advice and take it very often. Now that is the secret of my being here.

MR. SESSIONS: I wonder if you could offer an opinion as to how frequently those terms appear in a contract?

THE WITNESS: I would only guess but I believe that the Bentley Naval Stores Company has a contract of the same kind. I believe

that the contract at Weirgate, Texas, carries the same provision. I know that a former contract that the Montrose Naval Stores Company had with the Frost Lumber Industries had that provision and I represent them by proxy.

MR. SESSIONS: Those are characteristic of contracts with labor concerns?

THE WITNESS: Yes.

MR. SESSIONS: And where turpentine is a primary step to the labor operation?

THE WITNESS: Yes.

MR. SESSIONS: Are there any direct limitations for contracts of that kind during the life of the plant?

THE WITNESS: The plant that I am managing has a potentiality of from four to eleven years additional work.

MR. SESSIONS: For the duration and the existence of the plant?

THE WITNESS: Yes.

MR. SESSIONS: Is there any provision in the contracts for the revision or the abrogation of the contract by the parties?

THE WITNESS: Only for an infringement of some portion of the contract and it only works on the one side. I cannot abrogate it but for a cause the concern on the other side can. We have a bond up for faithful performance of $5.00 per acre, that amounts to practically $21,000. Now, you can plainly see if we were asked to take some four thousand acres more it would amount to forty thousand dollars and I have had as high as $52,000 up with them and that is a faithful performance

and you can imagine what a blow it would be for my company to cancel that contract for any technical reason.

MR. SESSIONS: Thank you very much.

MR. LANGNER: Mr. Chairman, as there is a probability that there will be further amendments offered to the whole allotment program which will come under consideration, if it will be satisfactory to you, I will skip any further reference at this time to the allotment program and let it be discussed when we go into the amendments which will probably come up for consideration tomorrow when we go through the agreement paragraph by paragraph.

THE PRESIDING OFFICER: That was not my intention unless it is necessary. I had hoped you would bring the agreement before us as a whole at this time and then have those who speak for the agreement follow you.

MR. LANGNER: All right, sir, I will follow that.

THE PRESIDING OFFICER:You may handle it the other way, if you feel it is necessary.

MR. LANGNER: There are only a very few points in the agreement which really come up for discussion. A good deal of the agreement is merely formula and doesn't need to be discussed.

THE PRESIDING OFFICER: That is why I suggested it.

MR. LANGNER: Well then may I go back to the question asked by Mr. Sessions as to how the costs were arrived at. I offer into the record an estimate made by the producers committee as to the probable cost of operation and I might say that the estimated annual cost is $68,400 of which $22,000 is for the actual cost of tags and stamps.

Mr. SESSIONS: You are talking now about the manner in which the estimated cost of operating the proposed agreement was arrived at?

MR. LANGNER: Yes

MR. SESSIONS: And you are telling us the procedure by which you arrived at the estimated cost?

MR. LANGNER: Yes, I understood you wanted that information.

MR. SESSIONS: Yes.

MR. LANGNER: Yes, Mr. Carl Muller is the Secretary of the Gum Turpentine and Rosin Marketing Association and has for the last two or three months been trying to find out what it would cost to have metal stamps, to get these metal tags made which are provided for in Exhibit A of the marketing agreement which we will take up in a few moments. The best figure so far is about $22,000 which was based upon five hundred to five hundred and fifty thousand units of production. In other words, it will take four and one-third tags for each unit. I don't believe I have all of the estimates with me tonight, but the lowest cost given was the $22,000.

Then it is necessary to have a secretary to this committee, a man who is thoroughly well acquainted with the naval stores industry and one whose job is to contact from time to time and make market surveys and perform all of the other duties of managing secretary, and we figure that would be about $5,000 a year, and we have allowed $2500 for traveling expenses, for getting around to see the operators and discuss the various problems and then he may have to go to Washington from time to time.

Then the Control committee would probably work ninety days during the year. There will be a lot of work to be done, particularly in the beginning of the year and we---we don't know if the Secretary considers that a member of the control committee may be paid for his time but we figured it at ten dollars a day or nine men, at ninety days, would be $9,000 dollars and then traveling expenses and all would figure about six dollars per day. Then we allowed two field representatives at $300 a month including traveling, which to $7,200. And then in order to keep up and maintain a statistical division, we have allotted about $2500 a year. Mr. Muller also prepared this. He has general office, $5200, rent $2400, telephone, telegram and postage $1800, supplies $600 and miscellaneous $2400. In other words, estimates are usually below rather than above and then we have allowed $2400 for legal counsel which makes a total of $68,400 a year.

MR. PETERSON: May I interrupt. Was it your thought to make a provision for technical advice for the development of new trade channels?

THE WITNESS: Not in this budget. Are you speaking of chemical reasearch?

MR. PETERSON: Yes, you don't feel that that would be the proper place for it?

THE WITNESS: We hope during the course of the discussion to offer an amendment which will provide for the development of research both in marketing and in production and also advertising.

Then we have added in a possible or potential allowance of $10,000 a year to include the expense of a coordinator, if it is necessary to have one.

I would like to point out that in the agreement a provision has been made that every producer shall put a tag on each barrel of rosin and turpentine which he ships out after the first day of January of next year and he has to pay for those tags, all of you have read and know what is in here, 15¢ for each 50 gallons of turpentine and 5¢ for each marketable package of gum rosin, approximately 500 lbs. which is about 30¢ a unit or a little fraction over. And on a basis of those estimates based on $68,400 or $78,400, with a coordinator, you will find that using five hundred thousand units as a basis for making such an estimate I think it will come to about 15¢ or 16¢ per unit as the probable amount which the cost will be rather than the 30¢ per unit which is the maximum that the control committee is allowed to base its total costs on. If the estimate is anywhere near right and I think you will give the committee credit for the careful consideration of this detailed program, the cost is likely to be about half of the original figure of 15¢ a barrel on turpentine and 5¢ per barrel on rosin, which is the figure established as a maximum that should be charged under the marketing agreement. I will be glad to put this into the record.

GENERAL ESTIMATE OF COST OF MAINTAINING CONTROL COMMITTEE (INCLUDING CAPITAL EXPENSES) FOR THE FIRST TWELVE MONTHS OF OPERATION.

TAGS AND STAMPS		$22,000.00
SECRETARY TO COMMITTEE	$5,000.00	
Traveling & Expenses	2,500.00	7,500.00
CONTROL COMMITTEE		
9 at $10 per day for 90 days	9,000.00	
Traveling & Expenses at $6 per day ..	5,400.00	14,400.00
FIELD REPRESENTATIVES:		
2- at $300 each per month including travelling		7,200.00
STATISTICAL DIVISION		2,500.00
GENERAL OFFICE:		
Help	5,200.00	
Rent	2,400.00	
Telephone, Tel. & Postage	1,800.00	
Supplies	600.00	
Miscellaneous, unforeseen (1st year)	2,400.00	12,400.00
COUNSEL		2,400.00
TOTAL ANNUAL COST		$68,400.00
Add for Coordinator (if any)	7,500.00	
	2,500.00	10,000.00
INVESTMENT:		
Equipment - Office	2,000.00	
Die Stamping Equipment.....	5,000.00	7,000.00
		$ 85,400.00

Then, presume if you will, that some fair and equitable basis of allotment upon which everyone can agree, will be in this agreement, we come back to the fact that the whole purpose and intent of the agreement is to balance production as nearly as possible with consump tion; that the Control Committee is authorized to make these market surveys and to estimate the cost to the best of its ability, the

probable consumptive demand, and see to it that there is a constant supply available to take care of the demand.

There is an amendment which we shall offer during the evening or early tomorrow morning which provides that in the event, let me put it this way, which will provide that the Control Committee may increase the allotment to all of the producers at any time during the year that it sees fit to do so. The reason for that amendment is this. In view of the fact that these allotments, that the estimates will be made during the latter part of one year to run for a full twelve months following year, every human being being fallible, and economic conditions changing and no one being able to tell what is going to happen during all the twelve months of the following year, if the Control Committee finds that its original estimates of the quantity and it particularly refers to the point that if the Control Committee finds that its original estimates of quantity are too low and because, therefore, visible supplies are likely to decrease and that the consumer and the producer, particularly the producer, might be hurt, as I think all members of our Committee feel that the producer would be financially hurt if prices went up out of line and reason, therefore the Control Committee under the amendment, which we shall place into the record, shall provide that the Control Committee may increase the allotment during the year in which the allotment has been made.

MR. PETERSON: Would you care to say at this time who would make that increased allotment, based on price?

THE WITNESS: Well, it is left entirely--I imagine there would be many conditions governing that price in my opinion. My opinion is not of course-- it may not be the opinion of the industry, I am only

the Secretary of this committee and my knowledge is gathered from my meeting with these men in the last several months. Perhaps I should say that my opinion is that price would be one consideration. The consumptive demand which would be an element effecting price would be another consideration. I should be glad to have someone answer that more fully if you think it advisable.

MR. PETERSON: It will probably come up tomorrow.

MR. LANGLIER: I shall see that it does.

MR. SESSIONS: Just one point to introduce into the record. I wonder if you can establish that a sudden change, after the season has set in, in the total amount which is to be produced, would be practical, that is having once established a given quantity that is going to be marketed and arrangements having been made to produce that given amount, could it, as a practical matter, be changed or increased once the season has setin?

THE WITNESS: I should like Mr. Wilson to answer that.

H. N. WILSON, Having already been sworn, testified as follows:

If the change came within a certain period of the year-- it could not be done unless it was done within a certain season of the year, I should say by February 1st or February 15th. If an allotment was decided upon in November or December which should be deemed proper to be changed by the 15th of September in a small or marked degree the change of allotment might be made by installation of additional cups.

MR. SESSIONS: By the installation of additional cups. For instance, if it was decided that a 10% increase was desirable. Then the 10% would be prorated over all of the people who had allotments.

THE WITNESS: Yes.

MR. SESSIONS: And then they would hang the number of cups necessary to care for the additional allotment?

THE WITNESS: That might not be practical in all cases on account of limitation in some cases but it could be met as a whole.

MR. SESSIONS: When you went to prorate that amount could you estimate the number of cups that would be required to produce so many additional units?

THE WITNESS: Quite closely, yes.

MR. SESSIONS: But you think a shift of that kind could not be made later than, I believe you said, the middle of December.

THE WITNESS: No, February.

MR. SESSIONS: And beyond that time such an increased allotment would not be practical?

THE WITNESS: it could be made, you can hang cups at any period, but it would not be a practical proposition. We lease for a season at a time and on account of weather conditions the most practical time for installing the cups is in the winter, not to go beyond the first of March.

MR. SPARKMAN: Couldn't you increase to a certain amount by putting on or leaving off a few extra streaks?

THE WITNESS: It might be adjusted in that respect to some degree, whether that would be 10 or 20 per cent I could not say. I noticed a report from the experimental station in which they give the production received from two streaks as over one streak which is the general practice and the effect on the timber, and I was surprised to see the very low percentage of dry faces, which means the timber is

out of commission and which resulted from a practice of two streaks a week. That is largely controlled by availability of timber which has nearly always been a factor in production with the gum producers.

MR. SESSIONS: You are yourself a producer and an operator?

THE WITNESS: Yes, sir.

MR. LANGNER: Mr. Chairman, do you wish us to establish that this is an agricultural commodity?

THE PRESIDING OFFICER: I doubt if it is necessary for you to go into that at this particular stage. We are interested in just what your particular proposed marketing agreement proposes to do.

THE WITNESS: I see, now, Exhibit A of the agreement reads that on and after January 1, 1934, "Section 1. On and after January the first, 1934, every original package of gum turpentine and gum rosin shipped by the original producer thereof shall have firmly attached thereto an identifying stamp or metal tag as hereinafter provided."

"Section 2. The Control Committee shall supply to every producer a number of tags equal to the number of packages required for his allotment, plus the number of tags required for packages containing the quantity of gum turpentine and gum rosin owned by him on December 31, 1933."

Now, there are two reasons for this tag system. Perhaps even three reasons. First, by using these tags we feel that there will be a complete check on whether a producer is complying with his prorating program. Secondly it makes possible a practical policing, somebody this afternoon referred to the fact that there was bootlegging or had been bootlegging at the time of the marketing association,

had been instigated at the time of the marketing materials,

Mr. Kayton, or Mr. Nash, I believe. The third reason is that it affords a simple method of supplying the control committee with the amount of money necessary for it to have every year to enable it to function.

Now, a good many producers, probably some of you in the room here, a great many producers came to me after the Valdosta meeting and a good many came to the committee and said "if you can get an agreement which everybody will have to comply with and you can make everybody comply with such an agreement, we are for it."

I have heard some of the producers say at open meetings that they would be in favor of not hanging cups on less than a nine-inch tree, on nine-inch timber, provided everybody has got to do the same thing. Now, this plan, if the Secretary should approve this agreement or an agreement in this general form, including tags and if he should then license the non-contracting producer and I gather from reading over licenses running with other agreements that the licenses in general conform to the terms of the agreement, it means this, that every producer of gum naval stores whether he was a contracting processor, I will use that phrase, because it is in the amendment, whether he was, to use your own language, an operator who entered into the agreement or whether he had, in the form of an agreement, and as we understand the license would be issued with it, every man would have to put a tag on his barrel, or his original package as expressed here, at the time it left his still and no man would be able to market or sell any rosin or turpentine after the first day of January unless he had those tags on.

MR. PETERSON: What provision do you make for tank car transportation of turpentine as to tagging?

MR. LANGNER: Fifteen cents for each fifty gallons contained in the car.

MR. PETERSON: What provisions for tagging have you made, how do you know it is properly allocated production?

MR. LANGNER: Mr. Wilson can answer that.

MR. WILSON: Mr. Peterson, the plan proposed provides for an exchange of the metal tags which were allotted for barrel production so that a tag will be attached to the tank car showing that the contents had been produced under the license system.

MR. PETERSON: Would that require an inspector at the point of shipment?

MR. WILSON: Practically all turpentine is inspected by either a licensed inspector or by the producer who is shipping direct himself. As I remember the basis for exchange was that the man who was shipping in tank cars would secure from the Control Committee a tank car tag to be attached to the car showing the number of barrels contained in the car. Where concentration points were in operation the inspector who checked up at the concentration points, if the barrels come back, would check up the tags and the shipper would exchange them for a tag for the tank car showing the contents of the tank car.

MR. PETERSON: Thank you.

MR. LANGNER: I would like to go back to a point I had in mind and that is this.

There are several reasons why this tag system is going to work out very well. In the first place, you all know and it has been expressed and is in the record that about 80% of all shipments of turpentine and rosin are made by the producers who are indebted to naval stores factors. If the agreement is made effective and will go into effect

every producer will be subject to penalties under such a license and we feel a practical policing of the tag system will come through the naval stores factors because of the definite interest to see their customers are living up to their agreements. Of course, the control committee should not depend upon other parties to take care of the situation. If you will remember this estimate which we made of probably expense we allowed for two field representatives traveling all the time going from one place to another to see that the individual producers live up to their agreement. In the event that the Secretary should make the agreement effective and license, I have presumed and I think we are agreed that the enforcement division of the Agricultural Adjustment Administration would also be looking to see that the producers lived up to the terms of their licenses and that division then would be also watching to see that the producers of gum naval stores were living up to the terms of the agreement.

Now, I would like to read you that section which says "Each stamp or tag shall be plainly marked with a number identifying the producer, the serial number of the tag, and the year of production and specification of the contents."

"An accurate record shall be kept by the Control Committee of the serial number and all information contimued thereon."

That means that each tag will have stamped on it, an aluminum tag, we will have a pressing machine in Jacksonville, and it will have the license, or rather the number of the producer on it, the aerial number, one to five hundred if he has five hundred barrels of turpentine, or six hundred, or whatever the allotment will be, it will be tagged in the amount of the allotment stamped for that producer, and then carry-

ing out the spirit of the Naval Stores Act, the necessary information as to containing gum spirits of turpentine and gum rosin and so on, but the tag is to be in a form that will be approved by the Secretary of Agriculture.

"An accurate record shall be kept by the Control Committee of the aerial number and all information contained thereon."

A question has been raised and some have said to me "What about the fellow who takes the tags off and uses them again?"

There is a provision in here that the producer shall upon the request of the Secretary furnish him with such information as he required and he is also required to furnish the control committee such information as they may require from time to time. It will be impossible by the serial number tag system for any producer to use the same tag over again and of course, if there is a license issued it would be dangerous to do that because the act provides that there is a heavy penalty, $1,000 a day, I think, for each day of the violation of the provisions of such license. We feel therefore that there will be very little possibility of a producer reusing these tags.

Now, as the costs our producers shall pay to the Control Committee "Each producer shall pay to the Control Committee such uniform charges as may be assessed against them as the Secretary may approve, but not in excess of the following amount:

(1) Fifteen cents (15¢) for each tag to be attached to a merchantable package of gum turpentine of approximately fifty-one (51) gallons net.

(2) Five cents (5¢) for each tag to be attached to a merchantable package of gum rosin of approximately five hundred (500) pounds.

(3) Six cents (6¢) for each tag to be attached to a metal package of rosin of approximately six hundred (600) pounds.

(4) Fifteen cents (15¢) for each fifty (50) gallons for a tag attached to a tank car or other receptacle of gum turpentine except the merchantable package referred to in (1) above.

(5) One cent (1¢) for each one hundred (100) pounds or fraction thereof for a tag attached to a tank car or other receptacle of rosin other than the merchantable package referred to in (2) and (3).

(6) Six cents (6¢) for each tag attached to a barrel of crude or cleaned gum of approximately fifty (50) gallons."

I would like to say that in regard to the 6¢ for crude gum that in view of the fact that there is a question raised as to whether or not the producer of crude gum who is not himself a producer of gum turpentine and gum rosin, that while the intent here is five times 6¢ for five 50-gallon barrels of crude which was estimated would make three barrels of turpentine and three and one-third barrels of rosin, our program has been that the crude gum producers would get these tags for his crude gum. Of course, if the unit cost is reduced to fifteen cents, they pay three cents for the tags on crude, and would exchange those tags, or the stillers would receive the five crude gum tags and exchange them with this Control Committee for one tag for turpentine and three and a third tags for rosin content.

MR. SESSIONS: I wonder if you have determined this charge on these tags, plus the cost of the tags; if you have determined what that would amount to per unit for turpentine and/or rosin?

MR. LANGNER: For unit as turpentine and rosin together sir, based on this $68,000, based on that estimate and using five

hundred thousand units of turpentine and rosin as a basis. You have to add in addition four hundred and fifty thousand barrels of gum this year. Using this year's figure, and you have to add forty or fifty thousand barrels of wood turpentine in addition, that will amount to about fifteen cents per unit.

MR. SESSIONS: I am sorry, I don't quite get that.

MR. LANGNER: It is approximately a fifteen cent charge at a round figure.

MR. SESSIONS: Now, how are the prices quoted, per barrel or cask?

MR. LANGNER: On what?

MR. SESSIONS: Turpentine.

MR. LANGNER: Per barrel, per gallon, I beg your pardon.

MR. SESSIONS: Could you arrive at an estimate of how much would have to be deducted by reason of this charge from the quoted price? How much would this amount to by way of decreasing the processor's return?

MR. LANGNER: Per unit?

MR. SESSIONS: Yes.

MR. LANGNER: Well, the figure in the record was $43.50 as the unit value on November 1st, well, it would be $43.35 fifteen cents off of $43.50.

MR. SESSIONS: Thank you.

THE PRESIDING OFFICER: At this point we will adjourn until tomorrow morning at 9:30.

****

Hearing adjourned.

UNITED STATES DEPARTMENT OF AGRICULTURE

MISCELLANEOUS CIRCULAR

No. 22

Washington, D. C. MARCH, 1924

THE NAVAL STORES ACT AND REGULATIONS FOR ITS ENFORCEMENT

INTRODUCTION

The act entitled "An act establishing standard grades of naval stores, preventing deception in transactions in naval stores, regulating traffic therein, and for other purposes" was approved March 3, 1923.

The accompanying regulations for its enforcement, effective March 1, 1924, are published for the information and guidance of those concerned.

HENRY C. WALLACE

Secretary of Agriculture.

Washington, D. C. February 11, 1924.

AN ACT ESTABLISHING STANDARD GRADES OF NAVAL STORES, PREVENTING DECEPTION IN TRANSACTIONS IN NAVAL STORES, REGULATING TRAFFIC THEREIN, AND FOR OTHER PURPOSES.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, for convenience of reference, this act may be designated and cited as "The Naval Stores Act."

Sec. 2. That, when used in this act---

(a) "Naval stores" means spirits of turpentine and rosin.

(b) "Spirits of turpentine" includes gum spirits of turpentine and wood turpentine.

(c) "Gum spirits of turpentine" means spirits of turpentine made from gum (oleoresin) from a living tree.

(d) "Wood turpentine" includes steam distilled wood turpentine and destructively distilled wood turpentine.

(e) "Steam distilled wood turpentine" means wood turpentine distilled with steam from the oleoresin within or extracted from the wood.

(f) "Destructively distilled wood turpentine" means wood turpentine obtained in the destructive distillation of the wood.

(g) "Rosin" includes gum rosin and wood rosin.

(h) "Gum Rosin" means rosin remaining after the distillation of gum spirits of turpentine.

(i) "Wood rosin" means rosin remaining after the distillation of steam distilled wood turpentine.

(j) "Package" means any container of naval stores, and includes barrel, tank, tank car, or other receptacle.

(k) "Person" includes partnerships, associations, and corporations, as well as individuals.

[illegible]

[illegible]

[illegible]

(1) The term "Commerce" means commerce between any State, Territory, or possession, or the District of Columbia, and any place outside thereof; or between points within the same State, Territory, or possession, or the District of Columbia, but through any place outside thereof; or within any Territory or possession or the District of Columbia.

Sec. 3. That for the purpose of this act the kinds of spirits of turpentine defined in subdivisions (c), (e) and (f) of section 2 hereof and the rosin types heretofore prepared and recommended under existing laws, by or under authority of the Secretary of Agriculture, are hereby made the standards for naval stores until otherwise prescribed as hereinafter provided. The Secretary of Agriculture is authorized to establish and promulgate standards for naval stores for which no standards are herein provided, after at least three months' notice of the proposed standard shall have been given to the trade, so far as practicable, and due hearings or reasonable opportunities to be heard shall have been afforded those favoring or opposing the same. No such standard shall become effective until after three months from the date of the promulgation thereof. Any standard made by this act or established and promulgated by the Secretary of Agriculture in accordance therewith may be modified by said secretary whenever, for reasons and causes deemed by him sufficient, the interests of the trade shall so require, after at least six months' notice of the proposed modifications shall have been given to the trade, so far as practicable, and due hearings or reasonable opportunities to be heard shall have been afforded those favoring or opposing the same; and no

such modification so made shall become effective until after six months from the date when made.

The various grades of rosin, from highest to lowest, shall be designated, unless and until changed, as hereinbefore provided, by the following letters, respectively, X, WW, WG, N, M, I, H. G, F, E, D, and B, together with the designation "gum rosin" or "wood rosin," as the case may be.

The standards herein made and authorized to be made shall be known as the "Official Naval Stores Standards of the United States," and may be referred to by the abbreviated expression "United States Standards," and shall be the standards by which all naval stores in commerce shall be graded and described.

Sec. 4. That the Secretary of Agriculture shall provide, if practicable, any interested person with duplicates of the official naval stores standards of the United States upon request accompanied by tender of satisfactory security for the return thereof, under such regulations as he may prescribe. The Secretary of Agriculture shall examine, if practicable, upon request of any interested person, any naval stores and shall analyze, classify, or grade the same on tender of the cost thereof as required by him, under such regulations as he may prescribe. He shall furnish a certificate showing the analysis, classification, or grade of such naval stores, which certificate shall be prima facia evidence of the analysis, classification, or grade of such naval stores and of the contents of any package from which the same may have been taken, as well as of the correctness of any such analysis, classification, or grade, and shall be admissible as such in any court.

Sec. 5. That the following acts are hereby declared injurious to commerce in naval stores and are hereby prohibited and made unlawful:

(a) The sale in commerce of any naval stores, or of anything offered as such, except under or by reference to United States standards.

(b) The sale of any naval stores under or by reference to United States standards which is other than what it is represented to be.

(c) The use in commerce of the word 'turpentine" or the word "rosin", singly or with any other word or words, or of any compound, derivative, or imitation of either such word, or of any misleading word, or of any word, combination of words, letter, or combination of letters, provided herein or by the Secretary of Agriculture to be used to designate naval stores of any kind or grade, in selling, offering for sale, advertising, or shipping anything other than naval stores of United States Standards.

(d) The use in commerce of any faults, misleading, or deceitful means or practice, in the sale of naval stores or of anything offered as such.

Sec. 6. That any person willfully violating any provision of Sec. 5 of this act, shall, on conviction, be punished for each offense by a fine not exceeding $5,000 or by imprisonment for not exceeding one year, or both.

Sec. 7. That the Secretary of Agriculture is hereby authorized to purchase from time to time in open market samples of spirits of turpentine and of anything offered for sale as such for the purpose of

analysis, classification, or grading and of detecting any violation of this Act. He shall report to the Department of Justice for appropriate action any violations of this act coming to his knowledge. He is also authorized to publish from time to time results of any analysis, classification or grading of spirits of turpentine or of anything offered for sale as such made by him under any provision of this act.

Sec. 8. That there are hereby authorized to be appropriated out of any monies in the Treasury not other appropriated such sums as may be necessary for the administration and enforcement of this Act, and within the limits of such sums the Secretary of Agriculture is authorized to employ such persons and means and make such expenditures for printing, telegrams, telephones, books of reference, periodicals, furniture, stationery, office equipment, travel and supplies, and all other expenses as shall be necessary in the District of Columbia and elsewhere.

Sec. 9. That if any provision of this act or the application thereof to any person or circumstances is held invalid, the validity of the remainder of the act and of the application of such provision to other persons and circumstances shall not be affected thereby.

Sec. 10. That this act shall become effective at the expiration of 90 days next after the date of its approval.

Approved, March 3, 1923.

REGULATIONS FOR THE ENFORCEMENT OF THE NAVAL STORES ACT

Regulation I.------Short Title of the Act.

(Section 1)

The 'Act establishing standard grades of naval stores, preventing deception in transactions in naval stores, regulating traffic therein, and for other purposes,' approved March 3, 1923, may be designated and cited as the naval stores act.

Regulation 2.------Scope of the Act.

The provisions of the act apply to all sales of spirits of turpentine and rosin or anything offered as such in interstate or foreign commerce or in the District of Columbia, Territories, and possessions of the United States. The Act forbids all sales of spirits of turpentine and rosin in interstate commerce under or by reference to United States standards which is other than what it is represented to be.

Regulation 3.--Definition of Terms Used in the Regulations.

(a) Secretary.--Secretary of Agriculture of the United States.

(b) Bureau.-- Bureau of Chemistry of the United States Department of Agriculture.

(c) Chief of Bureau.-- Chief of the Bureau of Chemistry of the United States Department of Agriculture.

(d) Naval stores.-- Spirits of turpentine and rosin, as defined in the act.

(e) Standards.--Official naval stores standards of the United States.

(f) Analysis.--Macroscopical, microscopical, or chemical examination.

(g) Classification.--Kind of spirits of turpentine or rosin.

(h) Grade.--Designation of rosin by reference to the standards.

(i) Person.--Partnerships, associations, and corporations, as well as individuals.

(j) Inspector.--Any person appointed a United States naval stores inspector by the Secretary of Agriculture to examine, classify, and grade naval stores.

(k) Analyst----Any person in the employ of the bureau who is designated by the chief of bureau to analyze naval stores.

(l) Package.--Any container of naval stores; it includes barrel, tank car, or other receptacle.

Regulation 4--Administration

(Section 8)

(a) Inspectors may be assigned to such places as may be necessary for the proper enforcement of the act.

(b) Inspectors will sample and grade rosin upon request as hereinafter provided and collect samples of turpentine and rosin.

(c) Inspectors shall be responsible for the proper performance of the duties imposed upon them.

Regulation 5. Establishing New or Modified Standards.

(Section 3)

Whenever in the opinion of the Secretary a standard is necessary for naval stores for which no standard is provided, or whenever for reasons deemed by him sufficient the interests of the trade require

(f) Analysis.--Chronological, alphabetical, or classified
enumeration.

(g) Classification.--Kind of points of telegraphic or Morse.

(h) Check.--Designation of tests by reference to its standards,
as well as initialed.

(i) Inspector.--Any person appointed a United States naval
marine inspector by the Secretary of Agriculture to examine, classify,
and grade naval stores.

(k) Analyst.--Any person in the employ of its Bureau who is
designated by the chief of bureau to investigational stores.

(l) Packages.--Any container of naval stores; it includes
barrel, kegs box, or other receptacle.

Regulation 4--Obligations

(Section 8)

(a) Inspectors may be assigned to naval stores as a to be necessary
for the proper enforcement of the act.

(b) Inspectors will receive one grade basic upon request as
determined by United and civilian employee of inspection and tests.

(c) Inspectors shall be responsible for the proper performance
of the duties imposed upon them.

Regulation 5. Establishing fees or Official Standards.

(Section 9)

Whenever in the opinion of the Secretary a standard is necessary
for naval stores for which no standard is provided, or whenever the
reasons deemed by him sufficient the interests of the trade require

a modification of an existing standard, opportunities to be heard will be given those favoring or opposing the proposed standard or proposed modification of a standard. When the hearing is to be called for consideration of new standards, three months' notice in advance of the hearing will be given; when the hearing is to be called for consideration of the modification of an existing standard, six months' notice in advance of the hearing will be given. When a standard is established for naval stores for which no standard is provided, such standard shall become effective after three months from the date of the promulgation thereof; when an existing standard is modified, such modification shall become effective after six months from the data of the promulgation thereof.

Regulation 6. Standards for Spirits of Turpentine.

(Section 3)

Until other standards for spirits of turpentine are established by the Secretary the following standards are in effect:

(a) Gum spirits of turpentine, the spirits of turpentine made from gum (oleoresin) from a living tree.

(b) Steam distilled wood turpentine, wood turpentine distilled with steam from the oleoresin within or extracted from the wood.

(c) Destructively distilled wood turpentine, wood turpentine obtained in the destructive distillation of the wood.

Regulation 7. Standards for Grading and Classification of Rosin.

(Section 3)

Unless and until other standards for rosin are established by the Secretary, the standards for rosin are the rosin types prepared and

recommended by the Secretary prior to March 3, 1923, and the various grades of such standards from highest to lowest, shall be designated, unless and until changed, by the following letters, respectively, X, WW, Wg, N, M, K, I, H, G, F, E, D, and B, together with the designation "gum rosin" or "wood rosin", as the case may be.

Regulation 8. Samples.

(Section 4)

Any naval stores shall be analyzed, classified, and graded, if practicable, upon the request of any interested person.

Samples shall be taken by an inspector.

(Sections 5 and 7)

For the purpose of determining whether section 5 of the act has been violated, samples shall be collected by an inspector.

Regulation 9. Directions for Taking Sample.

(Sections 4, 5 and 7)

Samples of turpentine and rosin within the scope of the act shall be representative.

All samples shall become and remain the property of the United States Department of Agriculture and be disposed of as it may determine.

REGULATION 10 -- REQUESTS FOR ANALYSIS, CLASSIFICATIONS, and GRADING.

(Section 4)

(a) A request to analyze, classify, or grade naval stores shall be made to the bureau or to the nearest inspector, in writing (Reg. 3(j)).

(b) A request to analyze, classify, or grade naval stores shall state the number and kinds of packages of rosin or the number and kinds of packages and number of gallons of turpentine, the name of the interested person, for whose account the examination is requested, and his interest in the naval stores. It shall be signed by such interested person or in his behalf by his agent.

(c) A request to analyze, classify, or grade naval stores may be withdrawn in writing by the applicant at any time before the analysis, classification, or grading has been completed, subject to the payment of such fees and expenses, if any, as may be prescribed pursuant to Regulation 14.

(d) Naval stores, except spirits of turpentine in tank cars, of which analysis, classification, or grade has been requested shall remain intact and undisturbed until the analysis, classification, or grading has been completed and the packages marked in accordance with the provisions of Regulation 16, unless such request shall have been withdrawn.

(e) Tank cars containing spirits of turpentine of which analysis, classification, or grade has been requested, after the sample of the spirits of turpentine has been taken by an inspector, shall be sealed by him with a seal prescribed by the department. Such cars, so sealed, may be moved prior to the completion of the analysis, classification, or grading. However, the analysis, classification, or grade as shown by the certificate shall apply to the contents of the tank car only while the seal on

said tank car remains intact.

REGULATION 11 -- CERTIFICATE
(Section 4)

(a) A certificate for each lot of naval stores analyzed, classified, or graded under the act shall be issued to the interested person.

(b) The certificate shall contain the information required by the act and shall be numbered.

REGULATION 12 -- METHODS OF ANALYSIS
(Sections 4, 5, 6 and 7)

(a) The methods of chemical analysis shall be those prescribed by the Association of Official Agricultural Chemists, when applicable, provided, however, that any method of analysis or examination satisfactory to the bureau may be employed.

(b) If no method of chemical analysis has been prescribed by the Association of Official Agricultural Chemists, any method of analysis or examination methods satisfactory to the bureau may be employed.

REGULATION 13 -- ROSIN GRADING
(Section 4)

An interested person making the request for the analysis, classification, or grade shall, at his own expense, cause the rosin to be made available to the inspector, shall remove the heads, spike the rosin under the supervision of the United States inspector, recooper the barrel, and prepare the barrel for marking by the inspector.

REGULATION 14 -- COST OF ANALYSIS, CLASSIFICATION, AND GRADING

(Section 4)

(a) For the analysis, classification, or grading of each sample of turpentine pursuant to these regulations, the person requesting the analysis shall pay a fee of $2.00 and in addition a fee of 4 cents per package for marking.

(b) For the classification and grading of each lot of rosin pursuant to these regulations the person requesting the classification or grading shall pay a fee of 10 cents per package for classification, grading, and marking the package, provided, however, the minimum charge for classification and grading any lot of rosin shall be $1.00.

(c) The fee for the analysis of a sample of rosin shall be fixed by the chief of bureau in each instance.

(d) No fee shall be charged for a new certificate issued in lieu of an outstanding certificate solely for the purpose of correcting clerical errors therein or for the purpose of substituting a new form of an outstanding certificate.

(e) When the request for the analysis, classification, or grade of a lot of naval stores shall be withdrawn, such proportional part of the fees fixed in (a), (b), or (c) of this regulation shall be charged according to the work done or preparation made.

(f) When any work in connection with the analysis, classification, or grading of naval stores shall be performed at a place other than where an inspector is regularly located, the interested person making the request for such analysis, classification, or grading, in addition to the fees hereinbefore prescribed, will be requested to reimburse the United States in accordance with the fiscal regulations of the United States Department of Agriculture for the necessary

travelling expenses and subsistence or per diem in lieu of subsistence incurred by the inspector.

(g) Any shipping expenses in connection with any sample taken at the request of an interested person shall be borne by such person.

(h) The chief of bureau shall deliver bills to all persons from whom payment for fees or expenses on account of services rendered shall be due. Such bills shall be rendered as soon as practicable after the last day of each month. When necessary, in the discretion of the chief of bureau, any such bill may be rendered at an earlier date. Payment of such bill shall be made within 15 days after the date rendered by check, draft, or post office or express money order, payable to the order of "Disbursing Clerk, U. S. Department of Agriculture", and mailed to "Chief, Bureau of Chemistry, U. S, Department of Agriculture, Washington, D. C."

(i) The chief of bureau may require from any interested person requesting the analysis, classification, or grading of any lot of naval stores a deposit sufficient to cover the fees and expenses involved in such analysis, classification, or grading.

(j) Any deposit under this regulation shall be by certified check, draft, or post office or express money order only, payable to the order of "disbursing Clerk, U. S. Department of Agriculture," and mailed to "Chief, Bureau of Chemistry, U. S. Department of Agriculture, Washington, D. C."

(k) All moneys received under (a), (b), (c), (e), or (f) of this regulation will be covered into the United States Treasury as miscellaneous receipts, Money deposited under (i) hereof will be

carried in the special deposit account until the exact amount to be charged is ascertained, when as much as is due the Government will be covered into the United States Treasury as miscellaneous receipts and the balance returned t the party transmitting it.

REGULATION 15 -- LABELS

(Section 8)

(a) Naval stores under this act are not required to be marked, branded, or labeled except as set forth in this regulation.

(b) The word "turpentine" or the word "rosin", single or with any other words or word, or any compound, derivative, or imitation of either of thses words, or any misleadi g word, or any word, combination of words, letters, or combination of letters, provided by the act and by these regulations, shall not be used in commerce, in selling, offering for sale, advertising, or shipping anything that is not naval stores of the United States standards.

(c) Spirits of turpentine in commerce shall be designated or described as "gum spirits of turpentine," "Steam distilled wood turpentine" or "destructively distilled wood turpentine," as the case may be.

(d) If spirits of turpentine are described on the package, the terms "gum spirit is of turpentine," "steam distilled wood turpentine" or "destructively distilled wood turpentine" as the case may be, must be used.

(e) Rosin in commerce shall be designated and described by the letter or letters signifying its standard, together with the classification "gum rosin" or "wood rosin" as the case may be.

(f) If rosin is described on the package, it must be described by the letter or letters signifying its standard, together with the classification "gum rosin" or "wood rosin", as the case may be.

REGULATION 16-- LABELING UNITED STATES EXAMINED TURPENTINE AND ROSIN

(Section 4)

(a) Except in the case of tank cars, the inspector shall mark upon each package of a lot of turpentine examined by him, at the request of an interested person, and found to be of United States standard, the fact that it has been United States examined, together with the classification, grade, the number of the certificate, and such further marks as the chief of bureau shall require. If, however, the article examined does not comply with any of the United States standard, the packages containing it shall not be marked by the inspector.

(b) The inspector shall mark upon each package of a lot of rosin examined by him, at the request of an interested person, the fact that it has been United States examined, together with the classification, the grade, the number of the certificate, and such further marks as the chief of bureau shall require. If the article in the package is not rosin, the package shall not be marked by the inspector.

REGULATION 17-- LOAN AND CARE OF DUPLICATES OF UNITED STATES STANDARDS.

(Section 4)

(a) Duplicates of the United States standards shall not be sold. Upon request they will be furnished, so far as the supply in the possession of the department will permit, to State inspectors of naval stores, chambers of commerce, boards of trade, and to such trade

(7) If votes is conducted on the ballots, it must be
described by the letter or letters appearing in square, together
with the classification "for motion" or "upon ratio", as the case
may be.

[illegible]

[illegible]

(a) Except in the case of book debts, the [illegible] shall not
upon each purchase of a lot of merchandise contained in Sec. 4, the receipt
of an [illegible] person, not found to be of United States citizenship, the
[illegible]
that was in two United States vessels, together with the classifi-
cation, gender, the number of the certificate, and such [illegible]
or his chief of bureau shall require. If, however, the article required
does not comply with any of the United States standard, the [illegible]
obtaining it shall not be denied by the [illegible].

(b) The Secretary shall have upon request of a [illegible]
train assigned by him, at the request of an interested person, the fact
that it was Duly and Duly entered, together with the classifi-
tion, the grade, the number of the certificate, and such further marks
as the chief of bureau shall require. If the article in the package is
not [illegible], the package shall not be opened by the inspector.

[illegible]

[illegible]

(a) Imports etc. of the United States merchants shall not be
sold. Upon request they will be furnished, as far as the supply in
the possession of the department will permit, in state [illegible] of
[illegible] above, therefore it necessary, [illegible] of trade, and be made trade

organizations as in the opinion of the chief of bureau require them, and loaned to any interested person. They may be recalled at any time by the chief of bureau.

(b) Interested person requesting loans of duplicates of United States standards shall forward to "Chief, Bureau of Chemistry, U. S. Department of Agriculture, Washington, D. C." a certified check or postoffice or express money order, in the sum of two hundred dollars, payable to "The Disbursing Clerk, U. S. Department of Agriculture." This money shall be held by said disbursing clerk as security for the safe return of said duplicates and shall be deposited in his special deposit account.

(c) The interested person requesting the loan of such duplicates shall authorize the disbursing clerk of the United States Department of Agriculture to reimburse the United States out of such money for the cost of replacement of said duplicates if for any reason they cannot be returned, or to replace any missing part thereof, or to repair any damage to the duplicates, prior to their return and receipt by the bureau. The form of request for the loan of the duplicate of the United States standards and of the authorization for the disbursing clerk to use such money as specified in this regulation shall be the form furnished by the chief of bureau upon application.

(d) The money held as such security, less such amount as may be necessary to replace any missing parts of or to repair any damage to the duplicates, will be returned after the receipt of such duplicates by the bureau.

(e) Where the duplicates are damaged in any way or any parts thereof are missing, the full set of duplicates shall be returned to the bureau. When the repairs are made or the missing parts supplied, the full net will be returned to the party to whom it has been furnished or loaned, on the payment by him of the cost of repairs or of the missing parts.

(f) All money received for payment of missing parts or for repairs shall be paid in to the United States Treasury as miscellaneous receipts.

REGULATION 18 -- PUBLICATION

(Section 7)

(a) After judgment of the court in any proceeding under the act, notice shall be given by publication. Such notice shall include the finding of the court and may include the analysis, classification, and grade, and such explanatory statements of fact as may be appropriate. If an appeal shall have been taken from the judgment of the court before such publication, the fact shall appear.

(b) The results of the analysis, classifications, or grading made under this act of any spirits of turpentine or anything offered as such may be published from time to time.

(c) Publications under this regulation may be in the form of a circular notice or bulletin.

REGULATION 19 -- HEARINGS

(Section 7)

(a) Whenever it appears that any naval stores are in violation of section 5 of the act, notice may be given to the person from whom the sample was collected and to such other person or persons as

may be advisable, and a date shall be fixed at which such person or persons shall be heard. This hearing shall be held at the office of the inspector most convenient to the person cited, or at the bureau, and shall be private and confined to matters of fact. The person or persons notified may present evidence, either oral or written, in person or by attorney, to show cause why the matter should not be referred for prosecution as a violation of the naval stores act.

(b) After a hearing is held, if it appear that the act has been violated the secretary may report the facts for prosecution.

(c) An official of any State, Territory, city, or possession of the United States, or the District of Columbia, or his agent, individually commissioned by the secretary to collect samples, who obtains satisfactory evidence of any violation of section 5 of the act, shall submit such evidence to the bureau in order that a date for a hearing may be fixed and notice given to the proper person or persons.

INDEX

	Regulation	Section
Administration of act	4	8
Analysis:		
cost of	14	4
methods of	12	.....
request for	8, 10	4
Appropriations for enforcement of act	.....	8
Certificate of analysis, classification or grading	11	4
Classification:		
cost of	14	4
request for	8, 10	4
Cost of analysis, classification, and grading	14	4
Court decisions	18	7
Date act is effective	.....	10
Definition of terms	3	2
Duplicate standards	17	4
Grading:		
cost of	14	4
methods of	7, 8, 13	3, 4
request for	10	4

Index

Abbreviations of act 4 3
Analysis:
  cost of 14 4
  methods of ..... 15 .....
  request for 8, 10 4
Appropriations for endowment of act 8
Certificate of sanity, classification by
  grading 11 4
Classification:
  acts of 14 4
  request for 8, 10 4
Cost of hospital, classification,
  ask grading 14 4
  Cyprus Peninsula 10 1
  Date as to effective 12
  Definition of terms 2
  Dominate principle 17 4
Grading:
  case of 14 4
  methods of 7, 8, 14 3, 4

INDEX (Contd)

	Regulation Section	
Hearings	5, 19	7
Inspectors' duties	4	.....
Labeling naval stores	15, 16	4, 5,6
Penalties for violation of act	.....	6
Publication of court decision	18	7
Purchase of samples	.....	7
Sale of naval stores	.....	5
Sampling naval stores	4, 8,9	4, 5,7
Scope of act	2	.....
Short title	1	1
Standards:		
duplicate	17	4
rosin	5, 7	3
Spirits of turpentine	5, 6	3
Validity of act	.....	9
Violation of act	8	6

UNITED STATES DEPARTMENT OF AGRICULTURE

MISCELLANEOUS CIRCULAR NO. 22

Supplement No. 1

Washington, D. C. August 12, 1925.

AMENDMENT TO REGULATIONS FOR THE ENFORCEMENT OF THE NAVAL STORES ACT

Regulation 15 of the regulations for the enforcement of the naval stores act is hereby amended, effective August 15, 1925, by the addition of a new paragraph (g) to read as follows:

(g) A compound containing spirits of turpentine or rosin or both, when sold for medicinal purposes is not deemed to be subject to the provisions of the naval stores act but is subject to the provisions of the Federal food and drugs act.

W. M. JARDINE,

Secretary of Agriculture

Washington, D. C., August 3, 1925.

UNITED STATES DEPARTMENT OF AGRICULTURE

MISCELLANEOUS CIRCULAR NO. 22

Supplement No. 2

Issued February, 1926

UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary
Washington, D. C.

NOTICE OF ESTABLISHMENT AND PROMULGATION OF A STANDARD FOR OPAQUE ROSIN

Pursuant to the authority vested in the Secretary of Agriculture by section 3 of the naval stores act, approved March 3, 1923 (42 Stat. 1436), and after three months notice of the proposed standard having been given to the trade, as far as practicable, and due hearings and reasonable opportunity to be heard having been afforded those favoring or opposing the same, I, W. M. Jardine, do hereby establish, promulgate, and give public notice of the United States standard for opaque rosin, effective May 15, 1926.

UNITED STATES STANDARD FOR OPAQUE ROSIN

Opaque rosin is rosin which because of its turbid, murky, or cloudy appearance can not be graded under the other United States standards. The grade of such rosin shall be designated by the letters "OP", together with the designation "gum rosin" or "wood rosin", as the case may be.

In testimony whereof I have hereunto set my hand and caused the official seal of the Department of Agriculture to be affixed, in the District of Columbia, this 2nd day of February, 1926.

W. M. JARDINE,

Secretary of Agriculture.

Supplement No. 8

Issued August, 1926

Office of the Secretary
Washington, D. C.

AMENDMENT TO REGULATIONS FOR THE ENFORCEMENT OF THE NAVAL STORES ACT

Regulation 14, paragraph (b), in the regulations for enforcement of the naval stores act is hereby amended to be effective July 1, 1926, to read as follows:

(b) For the classification and grading of each lot of rosin pursuant to these regulations the person requesting the classification or grading shall pay a fee of 7 cents per package for classifying, grading, and marking the packages, provided, however, the minimum charge for classifying and grading any lot of rosin shall be $5.00.

W. M. JARDINE
Secretary of Agriculture

Washington, D. C. July 17, 1926.

UNITED STATES DEPARTMENT OF AGRICULTURE

MISCELLANEOUS CIRCULAR NO. 22

Supplement No. 4

Issued February, 1929

UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary
Washington, D. C.

NOTICE OF ESTABLISHMENT AND PROMULGATION OF A STANDARD FOR FF ROSIN

Pursuant to the authority vested in the Secretary of Agriculture by section 3 of the naval stores act, approved March 3, 1923 (42 Stat. 1436), and after three months notice of the proposed standard having been given to the trade, as far as practicable, and due hearing and reasonable opportunity to be heard having been afforded those favoring or opposing the same, I, W. M. Jardine, do hereby establish, promulgate, and give public notice of the United States standard for FF rosin, effective April 1, 1928.

UNITED STATES STANDARD FOR FF ROSIN

FF rosin is rosin which because it is of a redder color than the standards previously established under the naval stores act can not be graded under the other United States standards. The standard for FF rosin is the type which has been prepared by the Secretary of Agriculture and which has been designated by him "FF". The grade of such rosin shall be designated by the letters "FF", together with the designation "gum rosin" or "wood rosin", as the case may be.

In testimony whereof I have hereunto set my hand and caused the official seal of the Department of Agriculture to be affixed, in the District of Columbia, this 26th day of December, 1927.

W. M. JARDINE,
Secretary of Agriculture.

Supplement No. 5

Office of the Secretary
Washington, D. C.

NOTICE OF ESTABLISHMENT AND PROMULGATION OF A STANDARD FOR SULPHATE WOOD TURPENTINE

Pursuant to the authority vested in the Secretary of Agriculture by section 3 of the naval stores act, approved March 3, 1923 (42 Stat. 1436), and after three months' notice of the proposed standard having been given to the trade, as far as practicable, and due hearings and reasonable opportunity to be heard having been afforded those favoring or opposing the same, I, W. M. Jardine, do hereby establish, promulgate, and give public notice of the United States standard for sulphate wood turpentine, effective March 20, 1929.

UNITED STATES STANDARD FOR SULPHATE WOOD TURPENTINE

Sulphate wood turpentine means wood turpentine obtained from wood by the sulphate process.

In witness thereof I have hereunto set my hand and caused the official seal of the Department of Agriculture to be affixed, in the District of Columbia, this 20th day of December, 1928.

W. M. JARDINE
Secretary of Agriculture.

PAPER BY L. T. McINTOSH, PROFESSOR OF SOUTHERN STATES

SUGAR REFINING COMPANY

"PROPOSED MARKETING CONTRACT FOR

CANE GROWERS AND CANE SUGAR PRODUCERS"

The undersigned being owners of turpentine lands and timber and producers of turpentine, object to the "Proposed Marketing Agreement for Gum Turpentine and Gum Rosin Producers" as printed and prepared for submission to the Secretary of Agriculture of the United States upon the following grounds, to-wit:

GENERAL OBJECTIONS.

General: We object to the agreement as written because, while it appears to be a contract between "contracting producers" and the Secretary of Agriculture, the vagueness and uncertainty of its language and provisions force the conclusion that it is the intent to impose the conditions of the agreement upon all producers. For this there is no authority under the Act. As to basic commodities the text of the Act plainly indicates that a producer can not be coerced, and that agreements must be volunatry. No exceptions are made, and there is no authority for any group, whether a majority or not, to exercise control over other producers who are not in agreement. Where producers enter into an agreement there is a provision for a benefit. There is none in the proposed marketing agreement for Gum turpentine and rosin, and there is an attempt thereunder to place a tax on every producer. Furthermore, the proposed agreement is an attempt to set up a licensing system, in fact if not in name; and the Act does not contemplate licensing producers. One Pro-

vision authorizes licensing of "Associations of Producers..... engaged in the handling of Agricultural products in interstate and foreign commerce", but there is no provision making membership obligatory upon producers in such association, and the licensing power is limited and may only be exercised as may be necessary to eliminate unfair practices and charges. It is impossible to construe this so as to apply to the original producer pursuing his ordinary and regular calling from which he secures his livelihood. (We refer to Article 2, GRAA, Series 41, August 16, 1935).

We further object because the proposed agreement provides for no appeal from the Control Committee except in cases where a member of the Committee or a producer represented by him is disqualified. There is no provision for appeal as to any other matter decided by the Control Committee. This we consider contrary to the spirit of the Act.

Article 2, Sections (j) and (k).

We object to the definition of subsidiaries and affiliates as not being clear and definite.

Article 5, Sections 2 and 3.

Might be construed as requiring a lien holder against producer, or one who handles his production under contract or otherwise to be harassed through constant demands for information, and to be forced to keep books and records in accordance with the whims of a committee or its agents, and it further charges the contracting producer with the duty of seeing that affiliates keep full records of the producer's business. There is

nothing in the Act to warrant the imposition of such burdens upon an affiliate or subsidiary, if under the vague and uncertain definition it is intended to include practically everyone having financial relations with a producer.

This could also solemnly commit the contracting producer to an undertaking that he could not accomplish or be reasonably expected to accomplish, in that the party controlled by "an affiliate" is required to compel the affiliate to keep books and records in a certain manner and to submit them for examination, whereas the producer can not be expected or required legally to control the person who controls him.

Article 6, Section 1 (a).

We object to control committee being established, if such committee is intended to be or is vested with any power or control over any other than contracting producers.

Exhibit A, Sections 1-5, inclusive.

We object to no exceptions to tax and tax system being specifically made for non-contracting producers. The Act does not provide for the licensing of producers, nor does it anywhere authorize the imposition of a tax upon him. If these sections are intended to include the non-contracting producers, it is an effort by subterfuge and evasion to subject him to a license and tax, and if that is not the aim and intent of and under this exhibit, it should be amended so as to plainly refer only to contracting producers.

Exhibit B, Sections 1 to 7, inclusive.

No exceptions made as to quantities to be marketed by non-contracting producers. The act does not provide for limits to be placed upon sales of producers, and if the exhibit is intended to include non-contracting producers, again it is an effort by subterfuge and evasion to limit his sales.

Exhibit A, Section 1.

Apparently is intended to require every package of rosin and turpentine to be tagged, whether offered for sale by a contracting or non-contracting producer. There is nothing in the act authorizing the government or any of its agents to impose any such requirements. The section, as written, while not enforceable, would be certain to have the practical effect of interfering with the freedom of action in selling his product to which the non-contracting producer is entitled, as it would arouse a doubt in the mind of the buyer, and throw a cloud over his rights, and this could only be dispelled by recourse to the courts. Such action would probably be lengthy and costly. The average producer would not be able to take such action on account of the expense, and during such action, irreparable injury might be suffered by him, through the attempt to place upon him an unlawful imposition. It is apparently an attempt upon the part of framers of the proposed agreement to include a provision that will prevent a producer exercising his rights by closing markets to him.

Exhibit B, Section 1.

To object to attempt to fix amount that may be sold in any

year, as the demand is largely dependent upon factors that can not be estimated with any certainty. The United States' production is approximately 60% of the world crop. Its consumption is only about 50% of its own production. No control can be exercised over foreign production. A substantial amount of Wood Turpentine and Rosin is produced in the United States. To attempt to limit sales of Gum Turpentine and Rosin would be unfair, unjust and discriminatory, and to the detriment of producers of Gum Turpentine and Rosin. However, under this section, not prefixing the words "Turpentine" and "Rosin" by the word "Gum", as appears uniformly elsewhere in the proposed agreement, might lead to the inference or suspicion that it is intended to attempt to include Wood Turpentine and Wood Rosin control under the proposed agreement, but if such is the intent, it should be clearly and definitely stated.

Exhibit B, Section 2. a.

We object to dictatorial powers being given any body to allocate or control production, to other than contracting producers.

Exhibit b, Section 4.

We object to giving any body or committee power of business life or death over any producer. The mandatory provision of this section would certainly result in the elimination of many producers. There is nothing in the Act that implies that producers need a franchise to operate, and there is nothing by implication or otherwise giving the United States Govern-

ment, or any of its agents, the power, nor vesting in any part of an industry, whether a majority or otherwise, the right to determine whether anyone shall have the right to produce. It would make for unfairness and injustice; the weakest would be the greatest sufferers; it is an about face in our traditional policy of eliminating unfairness and injustice, and affording equal opportunity to all. It is a reversion to the rule of tooth and claw, and to the doctrine of "Let him take that hath the power". The greatest businesses have had small beginnings; ambition, hope, faith, nerve and the proverbial shoestring have as a rule been the foundation from which they sprung. Under this new doctrine, attempted to be set up in the proposed code, the chicken would have to come from the egg a cock, spurred and gaffed, and ready to enter the arena.

Exhibit E, Section 6.

The result would be fantastic, and result in gross injustice and unfairness, as Exhibit A clearly indicates, the examples cited being cases of actual producers engaged in the business at the present time.

Also, the limitations and rationing would be a system of business franchise, the setting up of a sort of aristocracy of business, in fact, by which the large producer could remain relatively large, but the small producer must remain small, destruction of his competitive opportunity and a mandate against his rising in the scale of business.

Exhibit B, Section 5. a.

We object to apparent attempt to constitute the proposed committee a court of last resort.

Respectfully submitted,

Exhibit "A"

Producer No. 1 operated for last six years, producing as follows:

1928 315 units

1929 587 "

1930 494 "

1931 447 "

1932 331 "

1933 186 "

This is an average of 393 units per year, approximately. If the total allocations for 1934 were approximately the same volume as the 1933 crop, No. 1 producer might have an allocation that would allow him to increase his production about 110%.

Producer No. 2 operated for last 5 years, producing as follows:

1929 173 units

1930 178 "

1931 157 "

1932 291 "

1933 1024 "

This is an average of 365 units per year, approximately. If the total allocations for 1934 were approximately the same volume as the 1933 crop, No. 2 producer might have an allocation that would force him to decrease his production about 75%.

Treasury No. 2 operated for last six years, producing as follows:

1928	$12,000 profit
1929	$8,000 "
1930	$4,000 "
1931	$1,000 "
1932	$500 "
1933	$200 "
1934	$100 "

This is an average of $3,543 profit per year, approximately. If the total allocations for 1934 were discontinued, the bank would be the same. No. 2 Treasury might have an allocation that would throw it in deficit the proportion about 10%.

Treasury No. 3 operated for last 8 years, producing as follows:

1926	$20,000 profit
1927	$18 "
1928	$7 "
1929	$2 "
1930	$1 "
1931	$0
1932	$0
1933	$0

This is an average of $2,503 profit per year, approximately. If the total allocations for 1934 were discontinued, the bank would be the same. No. 3 Treasury might have an allocation that would throw it in deficit the proportion about 10%.

WESTERN UNION

TELEGRAM

Ammon McClellan
Chief Hearing Clerk Turpentine Meeting
Jacksonville, Fla.

PLEASE REGISTER MY PROTEST AGAINST BEING LICENSED OR UNDER CONTROL COMMITTEE IN OPERATING TURPENTINE STILL OR SELLING CRUDE GUM. LETS PRESERVE OUR RIGHTS OF PRIVATE ENTERPRISE AND INITIATIVE OF EACH INDIVIDUAL IN CARRYING ON. PLEASE READ THIS MY OPINION IN MEETING REGARDS

J. G. PACE

DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

In re	
A Public Hearing upon a Proposed Marketing Agreement submitted by the American Gum Farmers Association with reference to the gum rosin and gum turpentine industry held under the direction of the Secretary of Agriculture.	

Hearing held at the Mayflower Hotel, Jacksonville, Florida on Wednesday, November 22nd, 1933 at 9:30 A.M.

PRESENT:

John B. Pearson, Esq.

Presiding.

THE PRESIDING OFFICER: The hearing will please come to order. We will resume the argument of the proponents of the particular code, this morning.

JULIAN LANGNER, Resumes the Stand.

I think that at the moment we recessed last night, we had just finished reading Section 3 of Exhibit A. The last one which I had read would be - "Six cents for each tag attached to a barrel of crude or cleaned gum of approximately fifty gallons", and in explanation of that, where the crude or cleaned gum, particularly referred to as cleaned gum, that where crude gum was delivered to a still and there converted into gum turpentine and gum rosin, there would be six cents for a tag, for the crude gum tags, and that the committee proposing the agreement had thought the crude gum producer would merely deliver these tags to the seller and the seller would get five tags and would exchange those five tags for one turpentine tag and three and one-third rosin tags.

Section 4 reads: "Any producer purchasing crude or cleaned gum and distilling same shall exchange the original tags attached to the crude gum barrel or turpentine gum rosin tag of the equivalent quantity, and any shipment made by any producer arising out of such a transaction shall be permitted shipment in addition to the amount regularly alloted to such producer."

In other words, that whenever a seller might sell some of this crude gum and had tags for an allotment to him as a producer of crude gum, as a producer of gum turpentine and gum rosin, that in addition, any of the turpentine and rosin which he might produce, the producer of crude gum

only, the tags would be issued for the quantity of turpentine covered by that gum turpentining and gum rosin, which he distilled for the producer of crude gum only.

Mr. Chairman, I would like at this time to call upon Mr. Wilson, and I would like Mr. Wilson to explain that this agreement, together with the amendments, represents not only the work of the producer's committee, which came into existence about ten days prior to September fourteenth, but it represents the work, a great deal of work and a great deal of time, thought and attention of a group of these naval stores factors, who worked on this agreement prior to the time that it was turned over to the producers, and a great many of the thoughts and the expressions in here, the general principles involved in here, represent the effort made prior to the producers' committee to produce an agreement.

MR. [illegible]: Mr. Langner, I wonder, if before we take that up, you would mind just summarizing briefly the salient features of that particular agreement, so that we will have it once more in mind. Can that be done just in terms of these principles?

MR. LANGNER: Yes, sir. The purpose of the agreement it to balance the supply with demand, through surveys to be made by a Control Committee appointed by the producers, who will establish, at the beginning of the season an estimate of the consumptive demand, and who will then, at the same time, perhaps, make a survey of the quantity of available stocks, and establish what quantity of the commodity should be produced, or rather made available for sale, in addition to the available supply to bring the available supply up to the estimated consumptive demand for the following period.

MR. [redacted]: First of all, then, they estimate the probable consumptive demand?

MR. LANGNER: Yes, sir.

MR. [redacted]: And check the supplies on hand.

MR. LANGNER: yes, sir.

MR. [redacted]: Now, is that as easy as it sounds? I mean quite seriously, can you give an idea of the investigation, or can you indicate the type of investigation that will be required?

MR. LANGNER: I think perhaps there are others who can answer that better than I can, if you want rather full information.

MR. [redacted]: Not necessarily full information, but I am curious.

MR. LANGNER: I would be inclined to say, Mr. Sessions, that it would be no more difficult, in view of the opinion, in view of the fact that the consumer interests throughout the world, are pretty generally known to the trade. It would not be particularly difficult to establish the probable consumptive demand.

MR. [redacted]: Now, let me ask you this, in that connection: For instance, there was a Mr. Gordon here yesterday, representing an association of consumers. Now, would you say that he indicates the proposition that consumers demand and consumptive channels are focused at certain points and that it is pretty easy to view them as a whole? That is, do you have focal points of consumptive channels?

MR. LANGNER: Just what do you mean by "Focal points" in this instance?

MR. SESSIONS: Well, all right, there you have in Mr. Gordon, in his association, many consuming interests brought to a focus. Now, is that indicative of the fact that there are many such focal points, so that in estimating your probable consumptive demand, you would not have to look at a myriad of people, but that you could see their interest brought to a focus in various associations of consumers of that type.

MR. LANGNER: I think Mr. Speh of the Pine Institute could probably answer that a whole lot better than I can. He has been observing that closely.

MR. SESSIONS: I am just trying to visualize in my own mind the ease and the accuracy and the immediacy with which a market survey could be conducted.

MR. LANGNER: Expressing the personal opinion, from observation--you understand I am not an authority--I would be inclined to the opinion that probably in the United States, where we do have these associations of consumers, that it would not be a very difficult to establish such a survey.

MR. SESSIONS: You see the relevancy of that point.

MR. LANGNER: Yes, I express it as an opinion. Where we have those associations of that character, there are generally trade associations of consumers and in this case, consuming industries in the United States, and in general it would be a comparatively simple matter. As to the foreign demand, I would be unable to answer that question.

MR. SESSIONS: Now, would you suggest someone else who could perhaps particularize that a little bit?

MR. LANGNER: I think Mr. Speh, Mr. Speh has made a close study of it.

MR. [illegible]: If the Chairman does not mind, I think it would be very enlightening at this time.

C. F. [illegible], Secretary & Manager, Pine Institute of America, Jacksonville, Florida, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

THE PRESIDING OFFICER: Mr. Langner may yield to Mr. [illegible] for this expert testimony.

MR. [illegible]: As I understand the question it, would it be practical to make a survey which would indicate the probable amount of production necessary to establish a balance between production and consumption for the following year.

MR. [illegible]: Correct.

MR. [illegible]: The facts which would have to be taken into consideration, of course, would be stock on hand, and in this case would have to say probable stock on hand at the beginning of a new season. Inasmuch as the day has not yet been reached, when you would have to obtain information of stock on hand, as of the date on which you were working, and then possibly deduct from that the probable stocks on hand at that later date, and if there was not too great a time intervening, you would probably very closely approximate that.

MR. [illegible]: Now, where would you look to determine and ascertain the stocks on hand?

MR. [illegible]: There are official figures issued daily by the boards of trade at Savannah, Jacksonville and Pensacola. As I understand the marketing agreement, as it now stand, makes a provision that the control committee could in order to carry out its purposes, ask for such information from other points, possibly the closed ports, and then reports from the producers in the woods.

The Bureau of Chemistry and Soils makes annually a survey of stocks at interior points in the south, at concentrating points, and in the hands of the consumers. That information is available and is carried on today. It is not started, however, until after the period for which it is taken. I don't believe the Bureau of Chemistry and Soils is bound by Congress or its appropriations, to take that on any date. Therefore, I think that an arrangement could be made whereby the Bureau of Chemistry and Soils could start that survey at an earlier date and procure data upon which the committee could work.

You have also the information which the Bureau of Chemistry and Soils issue annually as to the consumption by industries of both rosin and turpentine. Again that is taken at the close of the season, in order to avoid the sending out of two questionaires, both covering consumption and stock, and in order also that the consumption may be reported for the entire year.

MR. SIMMONS: Mr. Speh, in that connection, are you familiar with those reports for recent years?

MR. SPEH: I am familiar with them, of course, but I don't remember the figures.

MR. SIMMONS: Well, naturally not. I mean, are you familiar with them enought to voice an opinion as to whether the various industries consumed a fairly even amount or quantity?

MR. SPEH: There are trends in there, depending upon general business trends and economic trends.

As Mr. Gordon pointed out yesterday, there is a larger volume of rosin going into yellow soaps today than there was two years ago, we will say.

MR. [redacted]: Now, the specific point I had in mind was if those surveys have been completed, or completed at a later date than the particular market survey that is in contemplation at this particular time, would those trends in the past be of any assistance in determining the probable consumptive demand for the ensuing season.

MR. [redacted]: I think they would be of assistance, but I would not want to venture the opinion that they would be final, but they certainly should act as a guide, because no major change should occur without warning having been indicated during the current year. Does that answer the question?

MR. [redacted]: That answers the question. You think the general trend in the last few years would be marked enough to be of assistance in estimating the ensuing probable demand?

MR. [redacted]: I do, and, of course, you would have had the trend which had occurred during the previous nine months, we will say.

MR. [redacted]: Where would you have gotten those, you mean just from trade statistics too?

MR. [redacted]: Just from general trade gossip. You would know what the general trade in export was; whether export was occupying a larger percentage of the total movement or not. That would be available. I will admit this; That in my opinion, the successful carrying out of such survey would depend, to a large extent, upon uniform cooperation by those people who were engaged in the industry who supplied that information.

MR. [redacted]: Do you know of any time, in recent years, when there has been an unpredictable jump, or increase, in any particular consumptive channel that might have not been predicted by the trends for the last two or three years before, on those statistics?

MR. [redacted]: No, sir.

MR. [redacted]: Well, then, I think your point is worn out, that the general trends are usually indicated.

MR. [redacted]: I think that is so. With those statistics available, you would then have the stock, and you would have these statistics of consumption, and based upon that, compared with what they had a previous year, I think it would be entirely practical for such a committee to approximate very closely the probable amount which would be needed to establish that balance.

MR. [redacted]: Then, how about the necessary carry-over just to constitute stocks on hand to tide over after peak season? Would it be necessary to estimate a few hundred barrels on the outside?

MR. [redacted]: Well, that would have to be taken into consideration, of course. It would never do to just simply consume every single barrel which was purchased, and available. That would not be good business. Most dealers figure on never depleting or entirely depleting his stock. He has to carry a certain number of barrels. That is just simply his stock in trade, and what you have possibly you might consider an inventory dead line, below which he should not go, and of course, it would always be replaced by new stuff next year, so there would not be any deterioration at all.

I think Mr. Lockwood has very ably pointed out that there seems to be an economic dead line as to carry-over stock, and he had pointed out that when those stocks, those carry-over stocks exceed that amount, the market is weak, and the very fact that it is possible to deduct that too, or rather, to deduct that, would indicate that such a study would be practical brought about.

MR. [redacted]: Now about the stocks on hand to the actual possession, ownership or control of the various consumers? Does that, as in some lines, constitute a vast enigma?

MR. SPEH: Well, the statistics would be available through a survey made by the Bureau of Chemistry and Soils.

MR. [redacted]: That survey covers not only the stocks on hand before but also after they reach the consumers?

MR. SPEH: Yes, Sir, that survey is issued by the Bureau of Chemistry and Soils as stocks at the still of both rosin and turpentine, stocks at the wood plant, both rosin and turpentine, stocks at concentrating points, stocks at the ports, stocks at interior concentrating points and stocks in the hands of consumers. It covers you might say, as far as practical, every barrel of rosin in the country, and turpentine.

MR. PETERSON: MR. Speh, speaking on that point, could you be able to say how nearly consistent the inventory or the stocks on hand with dealers are, over a period of years? Does it vary? Is there a big variation in their inventory, or is it pretty constantly the same?

MR. SPEH: Well, I would not be in a position to answer that, any more than using the stocks at the port is an indication of the stocks in the hands of dealers, and there the records speak for themselves, and there is, I would say, considerable variation.

MR. PETERSON: Is there any relationship between the amount of the inventory and the market price over a period of years?

MR. SPEH: The stocks at the port, I believe, ususally represent a large percentage of the total stock, and therefore they would have considerable influence on the market price.

MR. PETERSEN: And usually, would you say, at the time the market seems to be on the way up is there a large stock on hand, usually, in dealers' hands, or a small amount, or is that consistent over a period of years?

MR. SPEN: It is my impression that at the beginning of the season, with small stocks, irrespective of the probability of increased production, the market will be apt to be strong at the opening of the season, and then weakening as the increased production is generally an accepted fact. On the other hand, it is my belief, and statistics I believe bear it out, that large carry-over at the beginning of the season, even in spite of reports from the industry that there will be reduced productions, the market is weak at the opening of the season, until the trade, as a whole, accepts, as a general fact, that there will be production. So, I will say that the stocks at the opening of the season constitute a major factor in determining the average trend of the market for a good part of that season.

JULIAN LANGNER, resumes the stand.

The proponents of the agreement, of course--I am continuing with the general purposes of the method of handling the agreement.

The terms of the agreement are to be carried out by a control committee consisting of nine producers to be elected by the producers themselves.

Having established the probable demand, and having established the probable available supply, it then becomes the duty of the control committee to allot to each producer his pro-rata proportion of that total which is to be made available for marketing by each individual producer.

If you will remember, last night we had not gone into the question as to how that allotment will be handled, until perhaps a little later in

the day, in the hopes that we may be able to work out a suggestion with some other producers which will more nearly meet the situation.

In order to provide the funds for the maintenance of this control committee, the control committee is to charge, make certain charges, not in excess of fiteen cents, for each fifty gallons of turpentine handled by the producer, and not in excess of five cents for each five hundred pound barrel of rosin handled by each producer.

After the first of January, if this agreement goes into effect, no turpentine or rosin may be shipped by a producer unless it have a metal tag attached to the barrel of turpentine or rosin or tank car, and the charges not to exceed fifteen cents will be made for those tags. The total cost, however, of those tags, whatever they may be, will include all of the other operating expenses of the control committee. In other words, there will be no other tax, if you like to call it so. There will be no other cost to the producer for the maintenance of this control committee.

MR. SESSIONS: Well, Mr. Langner, I understand you are going to give the number of tags required to fulfill the allotment, or to supply the number of tags to account for the quantity of turpentine and rosin on hand.

MR. LANGNER: Right.

MR. SESSIONS: Now, it has been developed, in the course of this discussion, that weather conditions phay a good part in the available supply from season to season.

MR. LANGNER: Yes, sir.

MR. SESSIONS: Suppose, after you have made up your allotment on any basis at all, you get whatever combinations of variables which are required to make a peak season. Would that constitute a very sizable threat on going over the allotments of the various producers? I understand there is latitude there of some ten or fifteen percent, in how much can be predicted, from each particular crop.

MR. LANGNER: Of course you have to remember, Mr. Sessions, that this is a marketing agreement and, the quotas established are for the quantities to be marketed.

MR. SESSIONS: That I understand, but my first point, however, is naturally the amount which will be produced would, in a rough way, correspond to the amount which could be marketed, because of the perishability of the commodity.

MR. LANGNER: It is non-perishable.

MR. SESSIONS: I understand there is a good deal of shrinkage by way of leakage and so on.

MR. LANGNER: I think one of our producers who handles, for instance, turpentine in tanks could give you some information which would be very valuable on that question of shrinkage. Mr. Newton.

ROBERT M. NEWTON, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

MR. SESSIONS: Mr. Newton, the line of thought I am trying to get a little line on, is this: Suppose you have a lot of allotted quantities to the various producers, on the basis that they have had

in their quotas, and they are trying to adjust their production to the amount which they can make in the course of the season. Now, I have been told, in the course of this discussion, that weather conditions play a rather material part in production from season to season; that the same cropage, for instance, if that is the right term, that the same cropage would vary in its productivity, depending on the weather conditions. Is that correct?

MR. NEWTON: That is true.

MR. SESSIONS: Just how material a factor is that going to be on running over the total estimated amount? For instance, suppose you have a nice dry summer, interspersed with showers, if that is the correct combination---

MR. NEWTON: There is a possibility of the variation, as you pointed out.

MR. SESSIONS: How much?

MR. NEWTON: Well, it was brought out, I think, in some of my remarks yesterday, and by Mr. Reese in his brief, that it has been demonstrated this year that the production per crop was considerably above last year, due to, I feel, favorable conditions, or weather conditions, and also earlier plans last winter, and in following days, and I would say, approximately, ten percent.

MR. SESSIONS: There is approximately ten percent latitude there.

MR. NEWTON: For weather.

MR. SESSIONS: Well, now, we then got into the point as to how well that ten percent could be carried over, which led us up to the

question of shrinkage.

MR. NEWTON: In turpentine it would be impossible, I think, and impractical, and also probably expensive, to hold turpentine in barrels, because of leakage, but over a period of twelve months, my experience has been that the shrinkage of turpentine in tanks has not been very great, if properly turned.

In rosin, rosin in wooden cooperage, can be safely held for eighteen months. My experience has been that after that, while it has been held longer than that, you would have some trouble with the cooperage. It begins then.

MR. SESSIONS: The dead line on rosin is eighteen months in wood cooperage?

MR. NEWTON: If I were going to hold rosin, I would plan to move it in eighteen months.

MR. SESSIONS: Fourteen months would be safe?

MR. NEWTON: Yes, I would say this, that a producer who has it and finds that he has got to handle rosin from one season to another, could move his old cooperage and replace it with new cooperage.

MR. SESSIONS: Could he keep it up indefinitely?

MR. NEWTON: Yes, sir. That is the physical barrel, but it is not necessary to hold that barrel because your tag would go on it as you move it from the plant, and if you held that rosin at the plant that would be the case, and it could not move without the tag. That is the surplus production we are speaking of. It would have to be held at the still that put up the over-production, and since it would be held at the still and any movement of rosin for the coming year, you would naturally move your

old cooperage and hold your new, so it would not enter into this.

MR. SESSIONS: The production would, though.

MR. NEWTON: Well, the producer would, if he had to hold it, he would require tanks to put it in and he could not hold it in barrels safely, wooden barrels. It would have to be in drums or tanks.

MR. SESSIONS: Metal drums?

MR. NEWTON: Metal drums or storage tanks of some kind.

MR. SESSIONS: It would be impractical in a majority of instances, to hold those at the still, would it not?

MR. NEWTON: For small dealers, yes. For each, say, twenty crops or more -- I don't know just what size, I would not say twenty crops, but the cost of the storage tank would not be so great.---

MR. SESSIONS: Do many of the producers have those tanks?

MR. NEWTON: They do not have them, because they move direct to the market at the time of production.

MR. SESSIONS: And are expenses, carrying charges, warehouse and storage charges, insurance charges, fire prevention charges, interest charges and so on rather excessive, once it has gotten to the concentration point?

MR. NEWTON: They could not move to the concentration point without the tag. It could not get to the port, but after it gets to the port it is very expensive as brought out yesterday, or the day before, of about a half a cent of the production.

MR. SESSISONS: Assuming now we had that combination of weather conditions that results in surplus, what are you going to do with the surplus.

MR. NEWTON: That surplus would necessarily have to go to the plant.

MR. [illegible]: It would be held at the plant necessitating provision of metal tanks or drums.

MR. NEWTON: In turpentine?

MR. [illegible]: In turpentine. If it moves to the concentration points, or ports, there would be the carrying charges, storage and what not, and that tag.

MR. NEWTON: But the surplus, under this marketing agreement, as I understand it, cannot move without a tag, and you have to have a tag available for it, and you did not, it would have to be held at the still.

MR. PETERSON: Mr. Newton, in that connection, would you say with very unusually favorable weather conditions, the estimated production might go up ten percent?

MR. NEWTON: I say it could very much as ten percent, from season to season, due to the weather.

MR. PETERSON: But, if a certain allotment was made to various producers on the basis of a normal season and it was an especially good season, couldn't a practical producer, by less cuttings, less number of chippings, reduce his production?

MR. NEWTON: Why, a producer can adjust that to keep within his allotment.

MR. PETERSON: You would say that a practical producer can either increase or decrease his production?

MR. NEWTON: You can decrease your production by failing to chip.

MR. PETERSON: And how much can you increase it --I will put it that way.

MR. NEWTON: Well, if you are chipping regularly once a week, you will get a fixed production. We will assume you will get a fixed production from one streak a week, and if you wanted to increase the production you could put on five streaks a week, and the increase which have been estimated by the forestry service, reflects that a man can answer your question. I don't have those figures, but they have been worked out and they have actual figures on it. Two streaks a week is possible and probably will give you, we will say, a streak of one hundred percent, and two streaks probably one hundred and eighty or one hundred and ninety, but those figures are available. If a producer finds, in August or Septemeber, or we will say in mid-season that his production is going to fall behind his allotment, it is possible for him to double-streak and fill it out or it would be also possible and practical for him to leave off a streak if he was going to have over-production and would not have facilities to store his turpentine. Personally, not knowing what the next month will bring forward, it would be better to go to some little expense to have some little tanks or a few drums to take care of it. To take care of this over-production. It is not a problem from the producers' standpoint. I cannot conceive of it being a real problem.

MR. SESSIONS: Even if it were to constitute a problem is there a possibility of freshening turpentine by circulating it?

MR. NEWTON: Yes, sir. Next season, if you had to continue to hold, we will assume, fifty barrels of turpentine, it would be the policy of the producer not to ship his new season shipment, but to use his old

turpentine, or to keep his turpentine moving through his tanks in order not to discolor.

MR. SESSIONS: Keep it moving through the tank?

MR. NEWTON: Yes, take it from the still tub in the storage tank, or probably into some barrels or a railroad tank and keep the supply moving.

MR. SESSIONS: The net result is to keep it from discoloration.

MR. NEWTON: To prevent discoloration, and that will prevent it with no loss to the producer. We brought out a little before, on the cooperage of rosin, and the loss from that does not enter into it at all, because that naturally keeps it fresh.

MR. PETERSON: I understand in some parts of South Carolina they use a 88 gallon gum container instead of the larger one. What arrangements have you made in your tag arrangements to take care of an unusual size such as that?

MR. NEWTON: That gum container which you mentioned is used not only in South Carolina, but also in this section. The tag is based on six cents on an approximation of a fifty-gallon basis, and we would simply prorate it. In other words, fifty gallons would be six cents and if they were shipping in tank cars, and fifty gallons would be fifteen cents. ---

JULIAN LANGNER, resumes the stand.

THE PRESIDING OFFICER: We have offered some amendments to the marketing agreement. I would like to read them.

Perhaps you would like to take up this question of the term "Contracting Processor" once more. You will remember last night we offered an amendment in which we changed the term, as it appeared in the agreement, from the term "Contracting Producers", to read: "The term 'Contracting Processor' shall mean any person handling, or separating crude gum,

oleoresin, for its derivatives gum turpentine and gum rosin." As it reads in the agreement, in Paragraph "H" of Section 1, it is "The term 'Contracting Producers' means the American gum turpentine farmers' Association, a non-profit corporation organized under the laws of Delaware, with no inequitable restrictions upon membership". We are asking to amend that to read--"The term 'Contracting Processor' shall mean any person handling, or separating crude gum, oleoresin, for its derivatives gum turpentine and gum rosin".

We feel that that definition more clearly expresses the person with whom the contract was being made rather than, and I think I gave you the reason why we felt the American Turpentine Farmers Association was not a proper party to enter into this agreement.

Yesterday afternoon, sir, the question was raised, was discussed for a few minutes, as to why this agreement could not or should not be entered into with the dealers in naval stores.

Now, the dealer or distributor of gum naval stores is not a handler or a distributor within the generally accepted meaning of the word distributor, or the meaning that you apply to that word distributor, or distributing agency, for example, handling cotton or wheat or the walnuts that I referred to last night, or milk and other farm products, where the distribution perhaps in many instances, necessitates his processing or packing or canning, or whatever may be done to the commodity, immediately after it leaves the farmers' hands, and gets into the regular channels of distribution. And more particularly, because the naval stores buyers are for the most part operators in naval stores boards of trade.

For example, you do not make contracts or marketing agreements with members of the Chicago Board of Trade in wheat, or for example, with

the New York Cotton Exchange. You make your agreements with the men who have cotton and the wheat to sell, particularly in cotton, the people who are, or your cotton agreements which are now under consideration with the cotton ginners, you make your agreements with the people who sell it to the brokers and to the members of the boards of trade.

For example, you don't make, in this citrus agreement which the secretary has approved in our own territory here, as he said last night, with the citrus packers as a grower, you make your agreement with the grower who offers the citrus fruit for sale by auction, either for the owner or for the account of the owner. In other words, as you know, the prices for citrus, for example, are made on the New York auction market, or one or two other markets in the United States, and the fellows who actually do the selling are in the auction, and the other men who are in the industry ship to the market to the boards of trade.

MR. SESSIONS: Mr. Langner, would you say that some of these distributors are handlers?

MR. LANGNER: In the sense that they are processors?

MR. SESSIONS: No, only handles, those who receive the commodity at certain points and ship and distribute it to various channels to the consumers. For instance, it has been developed that there are marketing contracting houses and distributing houses. I think one was referred to between Downing Company and the Columbia Naval Stores Company, for example. Well, in that case, wouldn't the Columbia Naval Stores Company be a distributor in the sense of handling of the commodity?

MR. LANGNER: And at the same time a member of the board of trade establishing prices, or I mean helping to establish, put it that way, helping to establish the price at which he would take the product in as a handler Of course, the definition of the word "handler" in the executive order includes the distributor and the processor in the sense of being a processor for separation ---

MR. SESSIONS: I am trying to qualify in my own mind the precise position of these distributors insofar as they concern naval stores.

MR. LANGNER: That is what I am trying to qualify.

MR. SESSIONS: Some of the distributors, the Columbia Naval Stores Company buying the Downing Company commodities, as a whole, under a running agreement, receive it at certain points does it not? It has outstanding commitments of a contractural nature with various consuming channels, and so there is a continuous process of receiving at certain points, and the agressive sales effort developing no consumptive channels, and then the distribution, that is to say, shipments, the wholesale jobbing function of getting those into the hands of the various consumers. To that extent, at least, and within that degree, they would be distributors in the real sense of the word, would they not?

MR. LANGNER: To that extent.

MR. SESSIONS: Now, where is the anomaly that you speak of.

MR. LANGNER: The anomaly is in the fact that this same group, who act as the distributor in this instance, are also dealers and operators over a board of trade, and as such, are the major factor in establishing a price at which those commodities are to be purchased by themselves as distributors.

MR. [redacted]: Do you think there could conceivably be any reflect between this price set forth, where they receive the commodity outright, and the price over the board of trade?

MR. LAMMAN: I do see a very close relationship in there, a very, very close relationship.

MR. [redacted]: That the reaction in one instance would more or less reflect on the action in the other?

MR. LAMMAN: Yes sir, a very, very, close relationship, and I would like to suggest, sir, if you would like to go into that very fully at this moment, I would be very glad to do it.

MR. [redacted]: Just as you like, I think that is the line. If you are excluding the distributors as being potential contracting bodies, because of the nature of the word distributor, I think it would be well to distinguish between that kind of distributor and anyone else who would be such contracting party, if I make myself clear.

MR. [redacted]: This agreement, in using the term "producer", I am using it as the person who makes and offers for sale, I mean, who processes, who makes a merchantable commodity, and in that, in the act of making a merchantable commodity, which in this case is gum turpentine and gum resin, is an elegible party to the marketing agreement, in that he is a processor and handler rather within the very full definition given in the executive order.

MR. [redacted]: Just before you go on to that point. I understand there are numerous small producers of crude gum who do not distill.

MR. LAMMAN: That is right.

MR. [redacted]: I understand that there is still a larger category,

this was developed yesterday, I think, of producers who only distill their own products, that is, where the process of distillation takes part on the place of the person who also produces the gum, and that he distills exclusively for himself, except, perhaps, for the accomodation of neighbors on occasions, and that there is a third category of people who engage exclusively in the distillation of crude gum for other people, and in that sense they would be analogous, for instance, to the community cotton gin. I think that came out in the testimony of the gentlemen from South Carolina who was talking about a number of small producers, and that there are isolated stills.

MR. LANGNER: I think there are community still spread all over the territory.

MR. SESSIONS: Can you give some estimation of the number, for instance, of those engaged purely in the process of distillation?

MR. LANGNER: No sir, I cannot myself. Perhaps someone else can.

MR. SESSIONS: Of the number engaged solely in distilling their own commodity.

MR. LANGNER: If you like, I will inquire who has that.

MR. SESSIONS: And those who do no distillation whatsoever. I mean, some time before this is through, I would like to have those questions answered.

MR. LANGNER: I would like to give you those answers to the best of our ability and information.

MR. SESSIONS: Now, will you continue.

MR. LANGNER: I thought, Mr. Sessions, that perhaps at this point you would like me to come back to the question of the distributor being a

part to the agreement.

MR. SESSIONS: I wish you would.

MR. LANGNER: In order to establish beyond question -- my thought, Mr. Chairman, is this, that in order to establish the actual, physical, handling of turpentine and rosin on these boards of trade, I would be very willing to yield while that information was being supplied us by Mr. Nash, who is an authority on that, and have that in the record so it would be very thoroughly understood exactly what that physical operation in handling might be.

THE PRESIDING OFFICER: We would be very glad to hear from him.

MR. SESSIONS: We can take it up either now or at a later time.

MR. LANGNER: Before I come back to this whole question with regard to the relationship of the producers to the boards of trade.

MR. SESSIONS: Is Mr. Nash present?

THE PRESIDING OFFICER: Yes, he is present.

J. C. NASH, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I represent the Columbia Naval Stores Company of Savannah.

MR. SESSIONS: Mr. Nash, I understand that in your connection with the Columbia Naval Stores Company you have outstanding, a running outstanding contract with the Downing Company, a factorage house, to take over all of their commodity as it is shipped in.

MR. NASH: That is correct.

MR. SESSIONS: Now, do you have any other such contracts with any other factorage house?

MR. NASH: We have a contract to take all of the receipts of the West Florida Naval Stores Company at Pensacola.

MR. SESSIONS: Any others?

MR. NASH: No other port contract, but we have a number of material contracts with independent producers.

MR. SESSIONS: In each of those instances those contracts are exclusive of transactions over the board of trade, are they not?

MR. NASH: Entirely.

MR. SESSIONS: But the price in each instance is to be governed either at Savannah price or split price between Savannah and Jacksonville, or at so mush off Savannah or off Jacksonville?

MR. NASH: That is correct.

MR. SESSIONS: Do you have transactions involving each one of those contractural arrangements, setting the price differential which I mentioned at any other points that you do not enter into.

MR. NASH. We do not have. They are all based, either on Savannah or the average Savannah and Jacksonville.

MR. SESSIONS: Do you have any contracts so much off Savannah or off Jacksonville?

MR. NASH: Oh, yes, that is to take care of the great difference in the interior, and the difference of the barrel price, which is not included. The Savannah price is based on turpentine in barrels and the contract price in the country is based on turpentine in bulk, and the difference in the barrel price has necessarily to be considered in order to get at the difference.

MR. REESE: I think it ought to be made clear at this point what

becomes of the barrel where turpentine is delivered in bulk.

THE PRESIDING OFFICER: I would be glad to have that brought out.

MR. NASH: Where turpentine is delivered in bulk by interior sales, the physical barrel does not come into consideration on the price, but the price of the physical barrel does in order to get at the fair price in the interior. Do I make that clear?

MR. SESSIONS: I think you could develop it a little more.

MR. NASH: On turpentine, of course, all quotations on turpentine are based on the port price in barrels. The differentials off, which you speak of, at other places than the receiving ports, are based on bulk, as a rule; in almost all cases the price is based on bulk. The differential off is based on the relationship between the price in barrels and the port and the price in bulk, after the cost of the barrel is deducted, and the freight differential, if any, is also considered in order to get the price in the country entirely commensurate and fairly commensurate with the port price.

MR. PETERSON: I wonder, Mr. Nash, if you can give us a rather detailed picture of the ordinary happenings a day, in the establishment of a market price.

MR. NASH: Yes, I would be very glad to do that.

There is a board of trade market every day at Savannah and at Jacksonville at twelve o'clock. Bids are put in on those markets each day sealed bids by the different dealers, of offering that are put on the Board of trade at the time by the factors. That transaction, that selling price established at that time establishes the Savannah and Jacksonville market, and it goes out to the world as the basis on which the operation

takes place. That in itself is rather a simple operation.

I think I would like to go on record as saying that in the working out of that plan I believe certain injustices have developed, which are rather unfortunate. In the first place, not all of the stuff that is received at the ports by dealers, in fact, a comparatively small part, I might also add, of the port receipts are now sold on the open market. I think it is quite deplorable, gentlemen, that all of it is not sold in the open market, but a practise has grown up of selling privately, based on contract market, and in that way we get a less representative market than if it were all sold at the time of trading and some of it sold in private.

I will say this, I think it is surprising that not more abuses have sprung up than have sprung up, in view of that situation. I think it very fortunate, it would be very fortunate if everything came over the board of trade at the time of trading day by day. I think it gives the world a somewhat bad opinion of the Savannah market, when in a case like last Friday at Savannah twenty barrels were sold, a total of twenty barrels were sold, and the price posted was forty-four and a half cents, whereas in Jacksonville several hundred barrels were sold at a price of forty-two and a half cents. I think that on that day, if the offerings would have been full in Savannah, there would not have been any such quotations. There would not have been that differential, and it seems to me we would get the maximum of the open, free, fair and competitive market, if everything were sold at the sale time, that is atthe twelve o'clock sale instead of a great deal of it being sold privately, because if it were done otherwise, if everything were sold at once there would be a maximum of competition in that market, and a more representative market than presently exists.

Let me repeat, Mr. Chairman, that I think it is quite astonishing in view of that situation, that there have been no more absues than have occurred. If the abuses were very, very, severe, I don't think people like ourselves, who have those contracts, would be in a position to continue to take them. I think it is fortunate there have been no more abuses.

MR. PETERSON: Could you go into details and tell us how many sellers there are and how many buyers there are in the Savannah market and just how they go about physically arranging this market?

MR. NASH: They meet for sales, we factors and the buyers who are distributors, meet on the Savannah board every day and the Jacksonville board every day at a quarter to twelve. The factors who have goods to offer post on the board of trade what they have to offer. The bidders say what they will pay for them. That is entirely so in the case of turpentine. In the case of rosin, in order that the different lines and grades may be observed earlier in the day it is the habit of the dealer to telephone around to the factors to find out what they have to offer in the day, in order to determine the prices they are to pay, and in order to observe the lines and bid on them intelligently.

MR. PETERSON: How many factors are there on the Savannah board of trade?

MR. NASH: I should say on the Savannah board of trade there are about seven factors.

MR. PETERSON: And ordinarily how many distributors are there?

MR. NASH: And certainly that many distributors.

MR. PETERSON: Could you say of those seven factors and seven distributors, are there any financial stock ownerships, or any connection

whatever between the seven factors and the seven distributors? Could you give us that in detail?

MR. NASH: I could not give you that in detail. I would be very glad to give that to you in regard to our own company. I think, broadly speaking, that that is correct.

MR. PETERSON: If there is any connection, could you tell us what it was? In other words, any connection financially or to ownership of the seven factors with the seven distributors? If there is any such connection could you tell us what it is?

MR. NASH: No, I could not. I would be very glad to speak of our own company only. We have no factorage connection of any kind, so far as our own company is concerned. That does not apply and I could not speak of the others.

MR. SESSIONS: As a matter of fact, most of these factor houses and distributing houses are closed corporations, so called, aren't they, so it would be very difficult to get information of the kind Mr. Peterson refers to?

MR. NASH: I think you will have a great deal of trouble getting that information. Broadly speaking, I don't think there is much of it, but there might be some. I don't believe there is anything anybody wants to conceal.

MR. SESSIONS: I was endeavoring to develop the function of the distributor, where he receives these receipts of rosin and turpentine in the outlying districts. That is, for instance, you developed the point that you took all of the Downing Company's receipts and all of the receipts of the West Florida Naval Stores Company, and then several individual inde-

pendent producers.

MR. NASH: Yes.

MR. SESSIONS: Now, then, how much on the average would that total aggregate receipt be under the contract ---

MR. NASH: I should say ---

MR. SESSIONS: Speaking for your own company.

MR. NASH: Speaking for my own company, I should say roughly about seventy thousand units per year.

MR. SESSIONS: Do you, in addition to those contracts, also purchase over the board of trade?

MR. NASH: Yes, sir.

MR. SESSIONS: Now, what would you say your total aggregate receipts amount to by purchase over the board of trade, annually?

MR. NASH: I should say on an average they are about fifty -- fifty; probably a little more on contract than otherwise.

MR. SESSIONS: How much, also about seventy thousand units per year?

MR. NASH: It is a little high, I should say.

MR. SESSIONS: Over the board of trade only.

MR. NASH: I should be glad, before the end of this meeting, to furnish the figures exactly for the past five years.

MR. SESSIONS: I think they would be very interesting. I am trying to develop the line of thought that you spoke of, and to find out how much of the material is bought in transactions over the board of trade.

MR. NASH: I should say we give over fifty percent by contract, let us call it sixty-forty, for the sake of this present argument. I might want

to correct that before the meeting is over.

MR. SESSIONS: That would be very close to it?

MR. NASH: Yes, Can I go a little further into the matter of just what the function of the dealer is?

MR. SESSIONS: That is what I meant to ask you, but I would appreciate your directing your attention at this point to what happens when you receive the stocks from the Downing Company, say at the concentration point in Brunswick, for instance.

MR. NASH: When we receive those receipts at Brunswick, of course, we have a record from the Downing Company of what their receipts are the day before.

MR. SESSIONS: Does the Downing Company invoice the Columbia Naval Stores Company?

MR. NASH: Yes.

MR. SESSIONS: It is not invoiced, of course, in the names of any of the producers?

MR. NASH: Oh, no, we buy it from the Downing Company.

MR. SESSIONS: Outright?

MR. NASH: Outright.

MR. SESSIONS: Do those constitute a series of individual sales transactions, or do they constitute more nearly a running account which is checked up monthly?

MR. NASH: They bill to us each night, as their receipts come in.

MR. SESSIONS: And that would be a series of individual sales transactions?

MR. NASH: Between the Downing Company and the Columbia Naval

Stores.

MR. SESSIONS: Then, when you have checked up those receipts each night, what happens?

MR. NASH: We pay the bill the second day following, and then we have it for sale, just as we have the receipts purchased in Savannah and Jacksonville. In other words, we have a stock on hand, and I sometimes wonder if the position of the dealer is not a little underrated in this business.

I may say for your information, during the past four and a half years ending June thirtieth, at the half year, during a very hazardous and arduous time in the matter of carrying stocks in the period of depression, our own stocks in the entire four and a half years, have averaged one hundred thousand barrels production all the time. The average has been that much all the time. Of course, we sell and distribute throughout the world. We send out cables every night and we have our various agencies in this country, and the matter I was very much interested in was the testimony this morning about what the operation is in allocating the proper amount of production as to consumption. Gentlemen, that, of course, is a very delicate matter. You have set out today to say what is going to be the sonsumption for the next year, and you have got every element in the world to consider.

MR. SESSIONS: I wonder if we can save that just a few minutes later. The point I am particularly interested in now, is for, instance, speaking of the Downing Company transactions taking place at Brunswick, Georgia. Do you have your own representatives there at Brunswick?

MR. NASH: No, they handle that on their own word, and we do not have a representative there, because over years of long experience they know

how to handle these things and we send down the shipping orders and that sort of thing. That is a part of our arrangement.

MR. [illegible]: Are the stocks shipped into your yards in Savannah?

MR. NASH: No, they are shipped direct to Brunswick. They have a yard of their own at Brunswick in which they store the goods.

MR. [illegible]: And they superinvend the operations, weighing, checking, and so on?

MR. NASH: Correct.

MR. [illegible]: But it is your commodity at that point.

MR. NASH: It is our commodity and they issue us warehouse receipts. They are a warehouse company.

MR. [illegible]: And when you fill an order, for instance, for some paint and varnish company direct in this country, is the transaction invoiced direct by the Columbia Naval Stores Company to that person?

MR. NASH: Oh, yes.

MR. [illegible]: But the Downing Company will then supervise the checking in of that freight on the freight cars and see that all secretarial and ministerial duties are attended to in getting it on to the freight car.

MR. NASH: Of course, they have a warehouse in addition to their factorage work, and they act as a warehouse for us in that respect.

MR. [illegible]: Now, as to this other line of contracts, for instance, with this other factorage house. Is that similarly handled?

MR. NASH: Absolutely.

MR. [illegible]: How about the contract with the independent producers? Are they shipped in? Are those stocks shipped in direct to your plant or to your yards or place of business in Savannah?

MR. [redacted]: In the case of tank car turpentine they are shipped direct from the still, and in that case, just as the Davis Company acts as a shipping agency at Brunswick, the producer routes the tank cars in the interior.

MR. [redacted]: In the interior to the various consuming outlets?

MR. [redacted]: Correct.

MR. [redacted]: In no instance, or can you think of any instance at the present time, where the material is shipped direct to your plant in Savannah?

MR. [redacted]: Yes, sir, in the case of rosin, we very frequently have lots of good grades out there and bring it into the ports to ship, because we have no direct outlet, and also, in the matter of the various grades, if we are carrying rosin at one of these Florida points, for instance, and we are short of that grade in Savannah, and make an unexpected sale, we frequently have to bring it in and supply that sale, and we sometimes bring in the inferior stock to ship to the ports on orders that go from the ports.

MR. [redacted]: How large a supply do you customarily carry at your place of business in Savannah?

MR. [redacted]: We have not a place of business in Savannah. It is in the public yards, the Atlantic Coast Line yards, and the Seaboard Air Line yards.

MR. [redacted]: How large are your stocks at those places?

MR. [redacted]: I would rather not distinguish the port, because I have not the information handy. I would be very glad to give you that, but the total stocks for four and a half years ending June thirtieth are

in the neighborhood of one hundred thousand barrels average for that period.

MR. SESSIONS: This would be a very hazardous thing for you to venture an opinion on, but are those transactions of the dealer or distributor, which you just outlined as being typical of your own case, also typical of the case of other dealers or distributors, or would you rather not answer that question?

MR. NASH: No, I think that they are entirely typical, except we have more annual contracts than other dealers.

MR. SESSIONS: And would you say that that approximation of forty-sixty percentage is entirely typical with most distributors?

MR. NASH: No, I think ours is a greater percentage than the others.

MR. SESSIONS: You mean yours is a greater percentage of sales than the board of trade transactions?

MR. NASH: Yes, because we have some dealers that have no contracts at all.

MR. SESSIONS: Would you care to venture an opinion as to what the total amount of turpentine and rosin is bought outside of the board of trade?

MR. NASH: I could hazard a guess.

MR. SESSIONS: I Will appreciate it.

MR. NASH: I should say perhaps twenty-five to thirty-three and one-third percent of the total crops -- this is purely a guess, but I think it is a fair approximation.

MR. SESSIONS: These receipts procured a result of contracts outstanding from the Downing Company and the other factorage house, and

the independent producers, those are the ones that you can depend on in filling the consumptive channels, filling your sales demand.

MR. NASH: As part of our general supply, just as we depend on our pruchases in the open market.

MR. SESSIONS: You conduct, of course, aggresive sales campaigns to open up these new channels and so on?

MR. NASH: We certainly do. We not only put on campaigns like that but I can tell you in the past three years we have marked off between one hundred and fifty thousand and two hundred thousand dollars in research on our own books. We are not doing it at the moment because conditions are so depressed, but we have in the last few years.

MR. SESSIONS: Do you have representatives in both domestic and foreign markets, field representatives or sales agencies and so on?

MR. NASH: We have sales agencies all over Europe, South America, and in this country, of course.

MR. SESSIONS: If as large a percentage is bought outside of the board of trade as has been developed, just for the sake of approximating a case, would this situation arise over, where your outstanding orders had in fact already been cared for by contracts outside of the board of trade? Can you think of a situation where that might arise?

MR. NASH: You mean our contractural purchase exceed our sales?

MR. SESSIONS: No, where your contractural sales are, just about equalled by your contractural purchases, outside of the board of trade. That is a very clumsy question, but is it clear?

MR. NASH: I think I see what you mean, except that the contract purchases are made over so much longer a period as a rule than the contract

for sale, and it is rather difficult to answer the question. In other words, we make our contracts for a year ahead and sometimes longer.

MR. SESSIONS: You contract for your source of supply?

MR. NASH: The source of supply. We make those contracts over a long period, of course, but they are based on the Savannah and Jacksonville markets. Our contracts for sale are ordinarily daily transactions. If a man wants to buy three or four months ahead, usually we sell him with carrying charges added, as a rule.

MR. SESSIONS: I don't see that that is material to the question.

MR. NASH: Perhaps I did not get the question clearly.

MR. SESSIONS: You have outstanding contracts to purchase supplies of naval stores on the one hand, and on the other hand you have from time to time contractural commitments with various consumers.

MR. NASH: They are not any longer making contractural commitments over a long period.

MR. SESSIONS: I was referring to the long period contracts for your source of supply with the Downing Company and so on.

MR. NASH: That is correct.

MR. SESSIONS: I understood you to say that those were outstanding for a period of a year or more.

MR. NASH: That is correct.

MR. SESSIONS: That is what I was referring to. You say you have on one hand contracts for purchases, and on the other hand day to day or month to month contracts with various consumers, and I was asking now the specific question whether or not there might arise occasions from

day to day or week to week where your outstanding contracts with consumers could not be adequately cared for by your outstanding contracts with the various sources of supply.

MR. NASH: I am afraid I do not get your meaning. What we do is, we handle our purchases by our selling outlet.

MR. SESSIONS: You gauge your purchases. I understood you to say that you had outstanding purchases for a period of a year or more.

MR. NASH: We do, but we take them, of course, day to day, just as we do our purchases on the market from day to day.

MR. SESSIONS: That is the point. You have these outstanding contracts, but the specific amounts are day to day amounts.

MR. NASH: The specific amounts are day to day, and the price, of course, varies with what the market is from day to day, which is not the case in most selling contracts, that is, in most of the consuming outlets.

MR. SESSIONS: The specific principle I was trying to develop is this: Could the situation arise where your actual need for filling your outstanding obligations to consumers would be adequately cared for by your outstanding contracts, exclusive of board of trade transactions? Now is that clear?

MR. NASH: Yes, entirely clear. In the case of very dull business conditions that might happen, our selling outlet might be as low as our contractural purchases, and of course, that might be a very extreme and distressing condition.

MR. SESSIONS: Well, has it happened within the last two months?

MR. NASH: Oh, no.

MR. SESSIONS: Has it happened within the last year?

MR. NASH: You mean, has it happened on any day in the past year?

MR. SESSIONS: You say it would be a very dull and distressing condition.

MR. NASH: I meant over the period of a month. I did not mean a day. There are a number of days when we have to buy more than we sell.

MR. SESSIONS: You would have to buy perhaps the outstanding contracts, exclusive of the board of trade transactions, more than you sell?

MR. NASH: Yes.

MR. SESSIONS. And that frequently happens throughout the year?

MR. NASH: That happens on dull days, yes sir.

MR. SESSIONS: Now, on those days there would scarcely be need for your bidding over the board of trade, would there?

MR. NASH: No, we gauge our needs by day to day purchases under contract, or on the open market day to day sales.

MR. SESSIONS: Then your transactions over the board of trade, it seems to me, would be brought about by the necessity to take care of your surplus needs.

MR. NASH: By the necessity or by our opinion of the market, whether we thought it was a good purchase or not.

MR. SESSIONS: But your running contracts, or outstanding sales contracts, it seems to me like it would, in the ordinary course of business be taken care of by your outstanding contracts, exclusive of the board of

trade.

MR. NASH: I am trying to give you a picture of it. The habit of the trade, I mean the habit of the consumer, is not to buy contracturally from us over a long period.

MR. SESSIONS: But from day to day.

MR. NASH: From day to day, and we have to try to adjust as well as we can our supply to the demand and, of course, of the opinion of the market, whether it is a good purchase or not a good purchase.

MR. SESSIONS: I was just wondering whether this situation could occur, whether having these outstanding contracts over a period of the year, whether on those dull days it would not be necessary for you to meet that situation which is caused throughout the year.

MR. NASH: Yes.

MR. SESSIONS: Then it seems to me like the board of trade transactions would be transactions for a surplus or distressed merchandise, which had been carried over by the outstanding contracts of sale.

MR. NASH: I don'tthink that that is quite an accurate picture.

MR. SESSIONS: Well, I am asking the question merely for the purpose of having it straightened out.

MR. NASH: Of course, there are many days on the board of trade when we cannot get as much as we want. There are numerous days when we go over there and bid for supplies and cannot get them, and that goes on almost from week to week in a strong market, and that is entirely a market situation, so you have both sides of the picture. And there are dull days when it seems that every buyer in the world does not want to buy anything, and other days when it seems every man wants to buy, and it is hard work

adjusting yourself under those conditions.

MR. SESSIONS: Precisely. Then, what did you have in mind when you thought it would be a much better market if more transactions occurred over the board of trade.

MR. NASH: I would be very glad to go into that. I meant this, that a custom has grown up by which buyers will go to a factor and say, "Look here, I need five hundred barrels today", or "I want one hundred barrels of turpentine today, and I want you to put me down on the market", and the habit has grown up to comply with that request. It started out as a matter of exchange, when a man did not have a supply on hand and did not have enough to ship. It has grown up as a custom in the market, and I think in the matter in which this custom has grown up it is not necessary for a number of buyers to compete in the market at all, because they can get their supplies without competing in the market. I don't know how essential it is to what you are trying to accomplish now, but I merely state the case, because you are trying to get a picture of the situation. It seems to me that if all buyers come in, you would not only have more competition, but a much better market. In other words, you would have more transactions on the board of trade, and instead of having twenty barrels reported on a very busy day you would have four or five hundred and, of course, some days it helps the market when there is a small quantity reported. Personally I do not subscribe to that.

MR. SESSIONS: But if it were possible for a man to secure his adequate needs without the necessity of going to the board of trade and perhaps there is a certain amount of good will existing between certain people who want to buy and certain people who want to sell -- it is just a different method ---

MR. NASH: A more consistent method.

MR. SESSIONS: There perhaps might be a case where a person would go over to the board of trade under much more extreme conditions than would ordinarily prevail if he could get his supply in the way you describe.

MR. NASH: There is the advantage of more active competition, I would say.

MR. SESSIONS: Would you subscribe to the proposition that you are advancing to this extent, that it might be helpful to the whole market if all of the gum turpentine or gum rosin were offered over the board of trade?

MR. NASH: What do you mean "all"?

MR. SESSIONS: I mean the entire stock. You said first that everything entering either port, Jacksonville or Savannah, should be offered over the board of trade. Now, I say, do you think it would be better following the same line of thought, if all of the turpentine and rosin were offered over the board of trade?

MR. NASH: You mean open market everywhere?

MR. SESSIONS: Yes.

MR. NASH: I recall the time an open market was tried at Pensecola once and it was rather a failure. All the sellers did not like it and went to the direct consumer in the market. Brunswick has never been an open market. The Columbia Naval Stores Company has been taking care of the Brunswick receipts, but that was the original inception of the Columbia Naval Stores Company.

MR. SESSIONS: It would be a pretty costly and impractical thing to offer all of the receipts of rosin and turpentine over either the

Savannah or the Jacksonville boards of trade, for instance.

MR. NASH: That is a new problem. You say "to be offered". I rather think it would be at times impossible.

MR. SESSIONS: In what way would it be possible? That is, it would not necessitate offering all of it over the boards of trade. It would not necessitate shipping of the stock into either Jacksonville or Savannah.

MR. NASH: Oh, no.

MR. SESSIONS: You could make your offerings where the physical property was.

MR. NASH: Yes.

MR. SESSIONS: Or it could all be offered over the Savannah or Jacksonville board of trade.

MR. NASH: It could be done under contract.

MR. DELAHANTY: In the event, Mr. Nash, that one exchange, let us say, were agreed upon, over which all receipts were offered, what would be the probable reaction of contracting parties in connection with existing contracts? That is, let us assume, in connection with your contract, the Columbia Naval Stores Company with the Downing Company, do you think that, for example, the Downing Company would be agreeable to a cancellation of the contract, by virtue of the fact that the industry would probably be best served by offering this exchange system?

MR. NASH: The president of Downing & Company is here, and let him speak for himself.

MR. DELAHANTY: Well, what would be your reaction?

MR. NASH: There are times when the Downing Company Contract has been an asset and there are times when it has been a great liability. In

the main, though, we have worked along with it over many years, and we have adjusted our needs in accordance with such contracts and we found it satisfactory.

MR. PETERSON: A while ago you said that the amount of stock which was handled over the market was really quite small, as compared to the total amount which comes into production, and you said you were surprised that so few abuses had grown up with that condition.

MR. NASH: That is correct.

MR. PETERSON: Would you care to enlarge a little on what those abuses are, so far as they have grown up? What they might be? The abuses which you said you were surprised did not come along. What kind of abuses would those be?

MR. NASH: Well, the main abuse is that when a small quantity of turpentine, say, when there is a thousand barrels received or five hundred barrels received, putting up twenty barrels over the board of trade competition is not representative. I think that that is the chief abuse.

MR. PETERSON: The abuse would be that in that sense it is an open market.

MR. NASH: It is a restricted market, and it could be highly non-representative. I repeat, it is amazing that there have not been more abuses grown up.

MR. PETERSON: You mean the ordinary law of supply and demand has not/been allowed to function freely in that market? That is, the abuse would be it was not allowed?

MR. NASH: I think it should be much more representative, and it would be much more representative of supply and demand if the market were an open market, and here, if I might be permitted to inject one thing -- after all, I would like to say, in regard to this matter of supply and demand, that it means to us just what it does to every other market in the world. Of course, in the naval stores industry, it is a small industry, and there has always been a feeling that the larger houses have a lot to do in regard to manipulating.

I will just take a minute of my time, if you will permit me, Mr. Chairman, to just say this, that that idea is painfully erroneous. The law of supply and demand is so much bigger than we are that I think we cannot manipulate it. I mean, there are some days when we think there is a good chance to put the market up and sell a lot more. I don't say it is not done. Of course it is done. It is done by everyone in one way or another. But what I mean to say is this, that this market, as a whole, has been amazingly free from major manipulation, because it is impossible and because sooner or later the law of supply and demand will get you, and if they are not reported, it has a big reaction on the market.

MR. PETERSON: I would like to ask one other question. This may be an impossible question to answer. Over a period of years there has been an amazing fluctuation in the price of turpentine and rosin, up and down over a period of years. What would you say was the real cause of that wide fluctuation? In the broader sense, is it because of fluctuation or improper distribution and lack of change in the supply-------- I mean, in a rather broad sense?

MR. [illegible]: Mr. Peterson, I think I can best answer that question by giving you a specific illustration. The Columbia Naval Stores Company has had an arrangement with the old marketing association to handle their products, to handle their remaining stocks. A year ago this October Mr. Wilson, who was chairman of that association, and I, went to Columbia to discuss the matter with the Federal Bank there, of an advance of funds. We agreed that it was very important, that we wanted to liquidate those stocks, and get the best returns possible for them. We agreed that the ideal crop for this present coming year would be an unchanged supply from the year before, that is, approximately three hundred and ninety thousand units. If I am incorrect in this statement, I wish Mr. Wilson would correct me. We agreed that that was the ideal crop. I thought the bank there had been very considerate in the treatment of this account, and it expressed its hope that the industry would cooperate in seeing that the crop was made commensurate with the conditions, and it was agreed at that meeting that an ideal crop would be the same as the previous crop; that is, an ideal crop would be about three hundred and ninety thousand units.

Instead of that, we are apparently going to have a crop of about twenty-two and a half percent increase over that, and at that time it was thought that most of those considering the matter carefully, that an ideal crop would be the same crop or perhaps not more than ten percent increase. Now, that difference of twelve and a half percent between the maximum of what we considered probable, and the actual is my answer to your question.

MR. [illegible]: Then it really is a matter of overproduction rather than a building up of large inventories or a lack of consumer demand. Let me ask you the single question. Is there a fairly consistent consumer

demand?

MR. NASH: Yes, sir.

MR. PETERSON: Is the flow of the product from the producer to the consumer a fairly even and consistent flow, or are there large inventories built up at times?

MR. NASH: Yes, this spring and early summer there was considerable bidding. The soap people are our best customers. Not only last fall, but last year, they not only had a decrease in the consumption of rosin, because of cheap tallow, but in addition to that, this spring there was a worry about what the dollar would be worth later on, and an increase in the normal buying because of that, and that went far toward keeping the market worse than it was this summer, because of that condition. What I mean is this, that except for that condition this twenty-three percent or twenty-two and one-half percent increase, which are likely to have, would have done much more harm to the market than it would oridnarily. In other words, it came at a very fortunate time.

MR. PETERSON: Yet the large buying on the part of the consumer, due to the inflated dollars, was very unusual, more than it would have been in the ordinary course of trade.

MR. NASH: It was very unusual, and we had this advantage, which still continues. We had the advantage of the French production. A large part of it was held waiting to see what France would do with the dollar, which has also helped our American production. I realize what prices have been low, which we cannot help. We hope a way can be found to give higher prices to the producer. We have had one or two fortunate things of that kind. The French have been waiting for the supply and the soap manufacturers have brought more not only of rosin, but tallow.

MR. PETERSON: What I mean is if there could be some sort of a

MR. BAIN: Yes, sir.

MR. PRESIDENT: Is the time of the protest from the pendency of the motion a fairly even and substantial flow, or was there large fluctuations in it?

MR. BAIN: Yes, this meeting had already shown the unsatisfactoriness. The many people who had been contacting. But only last fall, but last year, they had a decrease in the intensity of mail, because of many letters. But in addition to that, this spring there was a worry about what the dollar would be worth later on, and an increase in the amount being sent, and that went for toward having the letters worse than it was meant, because of this condition. Once I have it back, that always for what monetary tale trouble-there persons to overly-the not non-self involved, which are likely to have, would love deep read more than to the writ- ing them it would evidently. In other words, it made it a very difficult- ties.

MR. PRESIDENT: Yes has large buying on the part of the company, due to the inflated dollars, was very worried, here this it would have been in the ordinary course of trade.

MR. BAIN: It was very unusual, and so has this advantage, which still continues. It was the attempt of the French investors. A large part of it was fully waiting to see that Trans would do with the dollar, which has helped our American properties. I realize most prices have been low, which we thought but. So large a way was be found to give higher prices to the purchaser. We have had one or two instances of that kind. The French have been waiting for the depth and the many manufacturers have thought maybe was real of trade, not value.

MR. PRESIDENT: What I mean is it likely would to some work of a

balanced production from the point of view, your point of view as a dealer, would it work to the general advantage of the industry?

MR. NASH: The general advantage of the industry?

MR. PATTERSON: Yes.

MR. NASH: I don't think there is any question about that. The balance of supply to demand would undoubtedly rebound to the advantage of the industry.

MR. PATTERSON: But in your opinion, the place that would have to start would be with the producer?

MR. NASH: Yes, sir.

MR. PATTERSON: Except under unusual conditions, such as fluctuation of exchange, the consumer demand over a period of years is fairly consistent, or the trends of trade are fairly consistent.

MR. NASH: Well, it is just as the trend of trade is.

MR. PATTERSON: But the wide fluctuation in this naval stores industry, over a period of years, has been due to frequent raise of prices because of bad seasons, which gets into the mind of the producer that there is going to be a good price and they will increase their production and then they get over-production and it shoves the price down.

MR. NASH: I don't know if it is entirely that, though it has been stressed once or twice, but I would like to say that probably forty or forty-five thousand barrels of this year's crop has been due to the unfavorable weather conditions. It is not entirely the producer, it is the good Lord.

MR. HARRIS: I understood that you were going to give us the benefit of your suggestions and advice in making an estimate of the probable

consumptive demand.

MR. [redacted]: I don't know whether that is going to give you the benefit of any advice. I wish I could.

MR. [redacted]: That was probably an ill advised word. I meant advice in the sense as far as the record is concerned, on the possibility of conducting an accurate market survey, and I thought your records on that would be very advantageous.

MR. [redacted]: I would be very glad to make it for what it is worth. I would really want to point out what a very delicate situation it was. I am afraid I have nothing very constructive on it. It is a big problem, of course, to get the proper adjustment, and it is so delicate, that it should be tried. It is a very big job to put in the hands of anybody, producers and others, the setting up of an allotment and then to change it, but I should like to say that I think it is very necessary. Everything is changing all the time. It is a matter, so far as we are concerned, instead of making it once every three months or once a year, we have got to do it every day. We have got to watch the trend every day, and watch it thoroughly in order to be successful. These trade influences, those prices and influences are so vital that they are a matter of expert watching.

MR. [redacted]: I think the point has been very well covered by Mr. Spoh, with reference to the possibility of estimating the conceptive demand in domestic markets. I wonder if you would have anything to offer for the record, insofar as the foreign market would be concerned.

MR. [redacted]: You understand that foreign production is about sixty percent of the American gum production?

MR. [redacted]: I don't understand that remark.

MR. NASH: The foreign production is about sixty percent of the American gum production. I don't think there is any use of giving you any figures. I think they are all contained on Page 101 of the Gamble's International Year Book. I think that that book should be made a part of the record.

THE PRESIDING OFFICER: I think that page is in.

MR. SESSIONS: What year was that, 1932 - 1933?

MR. NASH: yes.

MR. SESSIONS: I would like to remark, for the benefit of the record that we would appreciate having that year book incorporated in full, as part of the record.

MR. NASH: I should be very glad to submit that. I have not one here, but we can get you one. The figures of foreign production are well known, The figures of foreign consumption are less known than the American figures, and it is very difficult to get them exactly.

MR. SESSIONS: For instance, do they run a census along such lines in various foreign countries?

MR. NASH: I don't think they do. I know, in the matter of French production, we had a very hard time to get any figures, and finally what we depended on was simply an estimate of one man. Isn't that so, Doctor Veitch?

DR. VEITCH: I think so.

MR. SESSIONS: I was going to observe, in the absence of stencilled figures showing such things, that would be very difficult.

MR. NASH: It would be very difficult, and you have to follow your foreign agencies. I should say, in the matter of Russia, at the present

time, it is one of the major potential threats. I think the imports from Russia were in 1931 one hundred thousand barrels, that is we know in 1931 they imported about one hundred thousand barrels, but since that time they have not been importing anything. Russia used to be a very good customer, importing one hundred thousand barrels of rosin a year, and it is my own belief that they now make it all. I don't know what the explanation of it is. In the old days I used to personally go to Russia every Christmas, not their Christmas, but our Christmas, and I know at one time I sold two complete steamer loads of rosin on the Petrograd Bourse for spring shipment. That business has all disappeared; that one hundred thousand barrels or ninety thousand barrels which Russia could be relied upon, barrels of rosin, has disappeared.

THE PRESIDING OFFICER: How many years since Russia has been a factor on the market?

MR. [illegible]: I think Russia imported eighty or ninety thousand barrels as recently as 1930. I was interested in the remarks about the French production a few days ago, and I looked it up afterward, and the maximum variation I could discover in peace time was 16 percent, but the war took away the potentialities for export. The maximum was 16 percent, and we had, of course, a forty percent difference between the years 1913 and 1915, because of war conditions.

MR. [illegible]: Do I understand you to say forty percent?

MR. [illegible]: A forty percent decrease in the French crops between 1913 and 1915.

MR. [illegible]: That is the maximum variation. Did you say sixteen percent.

MR. [redacted]: Sixteen percent was the maximum I could find in peace times.

MR. [redacted]: It has varied as much as sixteen percent upwards?

MR. [redacted]: I think it was upwards.

MR. [redacted]: In peace times.

MR. [redacted]: In peace times, yes.

MR. [redacted]: I think that would be a material thing, so far as we are concerned.

MR. [redacted]: Aside from that, of course, I mentioned that about France under war conditions. After all, international commerce is war, and I don't know what France might do. So, in the matter of foreign production, I don't know what might happen at this time. Personally I hope something very constructive will come out of it, and it seems to me that it would be highly important to establish a foreign contact with international regulation, as far as possible. I think the French would be reasonably cooperative. Spain, I don't know much about. I don't know these naval stores situations in Spain. The next prospect of increase in supply, outside of Russia, would be Portugal. They have forests in Portugal which have not been worked to the extent that they should be, because they have been held by governmental or Noble interests.

MR. [redacted]: What is your opinion as to the potential domestic markets which have not been fully exhausted at the present time?

MR. [redacted]: That is a matter of research and advertising.

MR. [redacted]: Research, advertising and service.

MR. [redacted]: Research, advertising and service.

MR. [redacted]: Would you care to venture an opinion as to those potentialities, as to what they might be, giving those three things?

MR. NASH: I am afraid that would be such a vague guess, that it would be useless in the record, but I think we have to look at other industries to see what has been accomplished by some of those, and I think we have been painfully negligent in ours.

MR. [redacted]: You think the naval stores industry would stand a chance of doing almost as well?

MR. NASH: I think we have a chance to get improvement.

MR. [redacted]: In that connection, you spoke a little while ago of your own company having spent a considerable amount of money to develop a consumer interest. Was that sales effort?

MR. NASH: No, that was chemical and scientific research in order to develop a market and improve it.

MR. DELAHANTY: You would be very much in favor, on the part of a home industry, in setting up a research laboratory to set up new markets?

MR. NASH: I certainly would. I am ashamed of the industry that it has not been done sooner.

MR. [redacted]: Mr. Delahanty has found it on Page 79 of the Year Book, which we will incorporate by reference, concerning the French market.

MR. DELAHANTY: Would you consider the year 1921 one of the peak years? The reason I ask that is this: The maximum production reported here would be thirty five thousand tons of spirits of turpentine, and the minium was twenty-three thousand, or a variation of twenty-one per cent.

MR. NASH: I meant the minimum variation between any two years, between any two consecutive years.

MR. [illegible]: You would no doubt, then, want to incorporate Page 79 as part of the record, with your reference to it, at least.

MR. [illegible]: 79 instead of 101?

MR. [illegible]: No, that is just for the French.

THE PRESIDING OFFICER: That will be incorporated in the back of the record, and not as an exhibit, as part of your reference which you made to it here, only.

Just to clear it up, for the matter of the record, Mr. Nash, you are an active trader at the present time on the domestic market, as well as the foreign market?

I mean, your company.

MR. NASH: Yes, sir.

THE PRESIDING OFFICER: You are engaged every day in trading actively?

MR. NASH: Yes, sir. Mr. Chairman, it has been suggested to me that there was one point I failed to cover. This is so obvious to those who worked in the business that I thought you probably knew it, but since it has been suggested, I appreciate the opportunity of saying that one of the important functions of a dealer is to have supplies on hand in order that the different types of industry might be supplied with their needs. I think it is important to put that in the record. For instance, a big soap manufacturer would want ten thousand barrels of one grade or five thousand barrels of one grade, or three thousand barrels each of five grade, and it is our function to meet those needs, and frequently we have to keep on hand very heavy supplies, which we do not want to have to buy, very heavy supplies which we do not want, in order to furnish that class of service.

JULIAN LANGNER, Resumes the stand.

Mr. Chairman, at the moment that I concluded I said that I felt that Mr. Nash would be far more competent than I would be to give you authentic information.

I feel that Mr. Nash established for us very thoroughly the necessity for this amendment, which we offered to this agreement, which was that each contracting producer agrees, upon the request of the control committee, to offer for sale, on the Jacksonville or Savannah boards of trade, any unsold gum turpentine or gum rosin delivered by him for sale for his accounts to public warehouse at Savannah, Georgia, or Jacksonville, Florida.

I would like to place into the record the total receipts of turpentine and total sales and percentages of sales to receipts at Savannah, as issued by the Savannah Board of Trade, except with regard to the percentages of receipts, which are our figures. Also the receipts and sales of rosin, and our figures as to the percentage of sales and rosin.

It is interesting to note that last fall, in the month of October, there were ten thousand, three hundred and two barrels of turpentine recorded received at Savannah, and that the number of sales reported over the Savannah Board of Trade were one thousand two hundred and forty-six, or approximately 11.5 percent of the receipts.

I think the record put in by Mr. Reese showed that nine or ten percent of of the crops is produced in October. On that basis, sir, 11.5 percent, or one thousand two hundred and forty-six barrels offered on the Savannah Board of trade, is equivalent to about 3 percent, a little less than 3 percent of the American crops, was offered on the Board of Trade for last month.

The month before was 13.2 percent, so there is an average in the percentage.

In August 15 percent was offered of the receipts. In July 17 percent. There has been a constant decrease in the percentages offered. I would like to put both of these into the record.

THE PRESIDING OFFICER : They will be received as one exhibit marked Exhibit 28, and made a part of the record.

(Seme were received in evidence, marked Exhibit 28, made a part of the record, and read as follows:

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Month	Receipts	Sales	%, sold
April	8,478	3,137	37.0
May	14,819	3,197	21.5
June	16,840	2,432	14.4
July	17,122	2,913	17.0
August	16,334	2,572	15.0
September	12,255	1,627	13.2
October	10,302	1,246	11.5

TOTAL RECEIPTS OF ROSIN- TOTAL
SALES AND PERCENTAGE OF SALES TO RECEIPTS
APRIL TO OCTOBER, 1933.

- - - - - - - - - - - - -

Month	Receipts	Sales	% sold
April	30,263	15,648	51.6
May	49,532	22,226	45.0
June	59,080	28,485	48.9
July	59,562	29,115	48.8
August	53,825	21,417	45.3
September	42,458	17,840-	42.0
October	42,369	15,292	35.8

MR. LANGNER: Now, there are other agreements and contracts existing.

I would like to offer into the record a copy of an agreement for the sale of gum turpentine and gum rosin by private contract with the West Florida Naval Stores Company of Pensacola. I think, sir, it would illuminate and explain the reason for an agreement of that character in the western territory where this is covered. We have discussed this eastern territory.

THE PRESIDING OFFICER: It will be received and marked Exhibit 29 and made a part of the record.

(The same is received in evidence, marked Exhibit 29, made a part of the record and reads as follows:

Name	Position	Date	Score
Alice	80,882	28,888	11.8
Jay	88,883	21,288	61.0
Jane	18,280	84,888	61.8
Lily	82,882	81,118	88.8
Edgar	89,888	81,811	42.8
Gaylord-	82,888	14,880	12.8
Carlos	82,188	82,888	88.8

"THIS MEMORANDUM OF AGREEMENT, in duplicate, made and entered into this 9th day of December, 1931, between the Columbia Naval Stores Company of Delaware, a corporation duly organized under the laws of the State of Delaware, having its principal office in the City of Savannah, its successors and assigns, as party of the first part, hereinafter called "first Party", and the West Florida Naval Stores Company, a corporation of the State of Florida, having its principal office in the City of Pensacola, its successors and assigns, as party of the second part, hereinafter called "second Party".

WITNESSETH: That in consideration of the sum of one dollar by each of said parties to the other in hand paid, the receipt whereof is hereby acknowledged, and for other valuable considerations it is hereby mutually covenanted and agreed between the parties as follows:

FIRST: Second Party, its successors and assigns, hereby agree to sell and the First Party, its successors and assigns, hereby agrees to buy, in the yards of the Pensacola Warehousing Company, at Pensacola, Florida, all of the receipts of Gum Spirits Turpentine and Gum Rosin, in customary merchantable barrels, which Second Party may receive or control at or near said port; said receipts not to exceed 25,000 barrels of Spirits of Turpentine and 85,000 barrels of Rosin during any one season and not to include any Rosin or Turpentine which Second Party may have on hand on April 1, 1932.

SECOND: The prices to be paid by the First Party and accepted by the Second Party for said Spirits of Turpentine and Rosin received during the 1932-33 season shall be respectively one-half cent per gallon

for Turpentine and ten cents per 280 pounds for Grades "X" through "D" and fifty cents per 280 pounds for "B" grade Rosin, under the closing quotations of Savannah as posted on the Savannah Board of Trade on the dates of deliveries on the yard aforesaid.

The basis of prices to govern for following seasons during the life of this contract or option under same is to be equivalent to that paid by other recognized dealers and buyers for contract receipts at Pensacola, but must represent a fair and equitable basis under the then existing conditions. Said basis of prices to be fixed at a conference between parties of the First and Second Part, not later than March 15th, of each insuing year and to govern for the season commencing April 1st following.

It is mutually declared and agreed that the intent of this contract is to fix between buyer and seller prices which will represent the actual contract value of such Rosin and Spirits of Turpentine and inasmuch as the prices to be paid by the First Party for the receipts at Pensacola are based as aforesaid on the Savannah market daily prices, it is essential and it is understood by all concerned that the quotations at Savannah must be the results of a free and open market; and for the purpose of securing, as far as possible, bona fide prices, it is agreed that should the Savannah Board of Trade market on date of any delivery hereunder, be fictitious, nominal, nothing doing, or a holiday, the first official closing quotation thereafter shall be the price basis, actual trading being resumed.

If trading on the Savannah market any day covers less than 25%

of the offerings, the official quotation is to be regarded as fictitious and the first closing official quotation after actual trading has been resumed shall be the basis price. It shall not be considered that active trading has been resumed unless and until at least 25% of the accumulations in the factors' hands, offered for sale, have been sold between quotations to bona fide exporters or dealers. Sales on private terms do not constitute a sale under the meaning of this clause as to market but will as to quantity. When two markets are posted, the average is to rule.

THIRD: The Second Party assumes all risks for the Spirits of Turpentine and Rosin in accordance with the custom of the trade. It is, however, understood that the party of the first part will cover with fire insurance, free of expense to the party of the Second Part all Rosin and Turpentine delivered under this contract as fast as delivery is made on the yard of the Pensacola Warehousing Company. Payment of invoices for Rosin and Turpentine delivered under this contract to be made the second business day succeeding the day on which the bill is rendered. The title and ownership of all Rosin and Turpentine passes immediately to the First Party upon payment of said invoices and goods are thereafter to be held subject its order only.

FOURTH: The Second Party is to appoint the inspector gauging, classing and weighing the said Spirits of Turpentine and Rosin, such inspector to be satisfactory to the First Party.

FIFTH: The First Party has the right to bill back to the Second Party all empty Turpentine barrels received from the second Party at fifteen cents under the current price of new turpentine barrels at Pensacola, Florida. First Party to have not less than fifteen (15) days notice prior to any change in base price.

SIXTH: It is further understood and agreed that in the event of the Savannah, Georgia, market being fictitious the First Party will receive from the Second Party all receipts of Rosin and Turpentine delivered under this contract, and that the First Party will advance the Second Party, up to the end of the first week following such fictitious market 80% of the invoice value of such receipts, based on the last active Savannah market before such fictitious period commenced, and from the close of the first week following such fictitious market to the end of the second week 60% of the invoice value of such receipts based on the last active Savannah market before such fictitious period commenced and thereafter 50% of the invoice value of such receipts based on the last active Savannah market before such fictitious period commenced and that upon resumption of active trading at Savannah, Georgia, prompt judgment is to be made on the basis of the first reestablished market at Savannah.

SEVENTH: In the event of disputes or differences arising between the parties hereto under this contract, it is agreed that any and all disputes shall, within thirty days of the date such disputes or differences shall arise, be referred for settlement to a Board or Committee composed of four members, of which two shall be appointed by the First Party, and two by the second party, and in the event of said Board or Committee in voting on any disputes or differences submitted to them for settlement being equally divided, then they shall forthwith appoint a fifth member as umpire. The decision of the Board or Committee, if they agree among themselves, shall be final; or if they cannot agree and an umpire is appointed, the decision of the umpire shall be final. Said

Board or Committee shall hold its meetings at Savannah, Jacksonville or Pensacola, whichever place is agreed upon, and shall render decision within thirty days after the question shall have been submitted to them. It is expressly provided and agreed, however, that nothing herein shall interfere with the rights and privileges of either party to this contract to call on the Supervising Inspector of Naval Stores for the State of Florida, and have him make settlement of such questions, matters and differences as under the laws of the State of Florida he should be right decide and settle.

EIGHTH: The Second Party agrees not to hold Spirits of Turpentine or Rosin for a market, but to deliver the same to First Party as fast as received at Pensacola, except such parcels as Second Party or shippers may order withheld from the market, which parcels are to be declared out of the market upon receipt of same by Second Party, who is to duly notify the First Party of such action immediately upon arrival. First Party to have first option to purchase goods so withheld, insofar as within Second Party's power to control.

NINTH: It is further understood and agreed to by the Second Party that the First Party is to have the privilege of continuing this contract for the season 1934-35, if the First Party desires, but must notify the Second Party accordingly not later than March 15th, 1934.

TENTH: In the event of the liquidation of either Party this contract may be terminated upon thirty days written notice by either Party.

This agreement shall go into effect on April 1st, 1932 and shall continue in force until March 31st, 1934.

IN WITNESS WHEREOF; the said parties have caused these presents to be executed by their duly authorized officers the day and year first above written.

WEST FLORIDA NAVAL STORES COMPANY

By J. D. RUSS

President

COLUMBIA NAVAL STORES COMPANY
Of Delaware

BY A. S. MILLS
Manager."

MR. LANGNER: Mr. Wickersham, one of the Chief officers of the West Florida Naval Stores Company, will explain the necessity for such an agreement covering that western territory.

THE PRESIDING OFFICER: Do you want him to explain that now?

MR. LANGNER: It could be done, if you are ready.

H. E. WICKERSHAM, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I am vice president of the West Florida Naval Stores Company of Pensacola, Florida.

THE PRESIDING OFFICER: You understand what is wanted from you here?

MR. WICKERSHAM: I expected someone to put down the questions, because I did not.

THE PRESIDING OFFICER: Will you aid him, Mr. Langner?

MR. WICKERSHAM: Just what do you want to know Mr. Langner?

MR. LANGNER: Mr. Wickersham, I would like you to explain to these gentlemen the necessity for the West Florida Naval Stores Company having to enter into contracts for the sale of gum turpentine and rosin, which you handle for your customers, to a private contract to sell, made at Pensacola between yourselves and the Columbia Naval Stores Company; the terms and the reasons for those terms and what you think of those terms.

MR. WICKERSHAM: As Mr. Nash very well explained, Pensacola has always been considered as a closed port. There was a time when they had an open market there, but it was considered a flop. For a number of years the Columbia Naval Stores has had our contract, the company I represent, and in all cases I think this contract has always been made with a differential off Savannah markets, varying from one-half cent to as high as a cent a gallon. The reason always stated to us for this has been the fact that the difference for freight rates from our port, that was the answer for justifying them to go ahead and take a contract from us.

I would like, before I get off of the stand, to have you call Mr. Nash back and have him explain to the operator, as the operator accuses the factor of taking this advantage, if you call it an advantage, let him explain that it has been necessary in his handling of the product to require that differential. We have always felt that

in some instances we had an advantage over the Savannah price, but we were not in shape to do anything about it, and the fact that we were under contract, and I might say this, that we are very happy to handle our business under the contract system.

It would work a great hardship on Pensacola ports to have to offer all of their receipts over the Savannah or the Jacksonville markets. As you gentlemen know, we would have to have an agency established here, and it would have to be handled by wire each day.

The only objection that we have ever had, in the least bit to the contract, was being placed in a position that we had to take less than our products, or our operators did, than was required in the Jacksonville and Savannah territory.

I think that that is about as clear an explanation as I can render. Is that clear enough?

MR. LANGNER: Mr. Wickersham, may I ask this: I would like to ask Mr. Wickersham to explain how this one cent or half cent on turpentine off the Savannah market is arrived at, and I would also like him to explain the variation, what differentials exist between Pensacola and Savannah that should necessitate a differential. Those are two things I would like him to explain.

THE PRESIDING OFFICER: Can you answer that, Mr. Wickersham?

MR. WICKERSHAM: I think I can. I did not mention the fact that rosin carries a ten cents differential on a gauge barrel of 280 pounds.- Now, as for the reason for that, that Mr. Langner has asked, I cannot answer the reason.

The Columbia Naval Stores Company felt perfectly justified, and also the Antwerp, in doing that, when they required a differential, but whether on the other hand, if investigated, to the extent we felt that we were penalized to some extent -- probably not on all our receipts during the entire year, as our receipts would take a shipping rate to the western territory that really would give us an advantage over Savannah prices, as we could supply from Pensacola ports easier than you could supply from Jacksonville or Savannah, at a less rate.

MR. LANGNER: Mr. Chairman, I would like to ask Mr. Wickersham to explain one more thing. As to whether or not these contracts have any effect, or whether he thinks they have any effect on the prices which gum turpentine producers, who are not shipping under these sale contracts to Columbia Naval Stores. In other words, sir, whether or not the prices of turpentine and rosin produced by men who do not ship to the West Florida Naval Stores Company, and so have it sold under this contract or through any other concern which may have contracts, as for example, the Antwerp Naval Stores, whether or not he considers it has any effect on the market for all of the gum producers in the Pensacola district.

MR. WICKERSHAM: The biggest disturbance we have, as stated a while ago, is that the factor gets the blame for this. It is continuously reported that the factors are responsible for this. To them, from time to time that it was created by those who carried a contract at the Pensacola port. Is that clear enough yet, Mr. Langner?

MR. LANGNER: Yes.

THE PRESIDING OFFICER: The witness is excused.

JULIAN LANGNER resumes the stand.

Mr. Chairman, there is still another contract which was mentioned, a formal arrangement existing, for example, between the Lurton Company of Pensacola and, I think, the Antwerp Naval Stores in Jacksonville, and I believe also with the Peninsular Naval Stores Company, as factors of the Antwerp Naval Stores Company, and it is one of those contracts on which I understand that there is more than a contractural relationship existing as between the ownership of some of these concerns, and we will say of the Lurton Company of Pensacola and the Peninsular Naval Stores Company in Jacksonville and the Antwerp Naval Stores Company, who are dealers and distributors.

I would like to place into the record three letters, one dated September 2nd, 1933, of the Lurton Company, in which they state -- "Our belief is that is would be much better for the producer to stay 'as is' insofar as organization is concerned because the less we have to do with Government control the better off we will be."

The vice president of that company is Mr. H. Weinert.

Here is a letter from the Peninsular Naval Stores Company of Jacksonville, which gives various opinions in regard to this marketing agreement, and finishes up by stating -- "For the reasons given, we are not in favor of a marketing agreement such as has been proposed. We would thank you, therefore, not to sign anything in connection with a marketing agreement or producers' association before advising with us. We will be glad to have your opinion on this subject and would thank you for a reply." That is signed by Mr. H. Weibert, as president of

the Peninsular Naval Stores Company.

Here is a letter from the Antwerp Naval Stores Corporation, signed by Walter E. Coney, as vice president, in which they state -- "Two-thirds of the factors are opposed to this marketing agreement, and to placing the entire industry in the hands of a committee of nine.", And then it goes on to say --"You can help defeat it by sending your proxy signed before a Notary Public" and so forth.

THE PRESIDING OFFICER: These three letters will be received as Exhibit No. 30, and made a part of the records.

(The same were received in evidence and marked Exhibit No. 30 and made a part of the record and read as follows:

H. Weibert, Vice-president

C. E. Pohlmann, Vice-president

H. A. Lurton, Pres.

Thos. L. Waters, V. President

W. S. Lurton, Secretary-Treasurer

THE LURTON COMPANY

Naval Stores Factors-Wholesale Grocers

Importers - Exporters

Pensacola, Fla. Telephones No(4171)(3923)

September 2nd, 1933

TO OUR OPERATORS:

The conference in Washington developed three major points:

1. The attorneys for the Agricultural Administration strongly advised against a producer-marketing agreement.

2. A fair practice agreement under NRA between Dealers, Manufacturers, and Factors was suggested as the most workable plan.

3. Crop control through marketing agreement would be impossible.

Our belief is that it would be much better for the producer to stay "as is" inso far as organization is concerned because the less we have to do with Government control the better off we will be.

With a fair practice agreement between the elements mentioned above we believe that crop control will be more effective, and that the unfair practices now indulged in within the industry can be definitely eliminated thereby removing some of the causes which tend to keep our markets depressed.

We must remember, however, that in the last analysis, the law of supply and demand must govern, even though all of the unfair practices are removed. If our industry is to be on a perfectly sound basis, demand must equal supply. We believe that a code such as mentioned above will greatly benefit the industry as a whole.

Our objections to a marketing agreement are summarized as follows:

1. Cost is excessive - approximately $130,000.00.

2. Control of industry would be vested in the Secretary of Agriculture.

3. Appointment of control board could be on a political basis rather than on a basis for the best interests of the industry.

4. Crop control could not be made effective. The law does not prevent the producer from producing gum in any quantities desired.

5. Danger of labor interference by Government and labor agencies.

After careful consideration of the two plans open, we believe that the producer's interest will best be served by not organizing. Since they are classed as agriculturists there is no Government requirement that they should organize.

THE LURTON COMPANY

H. Weibert, Pres. J. F. Speth, V. Pres.

S. H. Berg. V. Pres. E. L. Warner, Sec'y and Treas.

PENINSULAR NAVAL STORES COMPANY

Naval Stores Factors and Wholesale Grocers

Jacksonville, Fla. Oct. 17th, 1933.

TO OUR CUSTOMERS:

Your attention is directed to the enclosed reprint of an editorial which appeared in the Savannah Weekly Naval Stores Review of October 7th, discussing the proposed Naval Stores Marketing Agreement.

First we wish to point out that the Gum Naval Stores producers are classed as Agriculturists and are not required to work under a Code of the National Industrial Recovery Act which was framed for Industry. The Agricultural Admustment Act attends to Agriculture and contains no provision which makes it mandatory for producers of Gum Naval Stores to enter into a Marketing Agreement with the Secretary of Agriculture. The action of the producers who adopted at the meeting in Valdosta a Marketing Agreement was, therefore, entirely voluntary on their part.

This Agreement now under consideration by the authorities in Washington aims at control of production which would be desirable. The execu-

tion of such a control presents, however, great difficulties. The producer will be told how much turpentine and rosin he may sell in the future. He must put a tag on each barrel of turpentine and rosin for which he must pay notexceeding fifteen cents for each barrel of turpentine and five cents for each barrel of rosin. This may mean a tax on the industry amounting to $150,000. Can the control be effective? We doubt it, for various reasons. No owner of timber is prohibited from producing nor is an order of timber not now producing prohibited from starting to produce. As soon as the world knows that the American producers will proceed to control the next crop (which in our present case means to reduce) and make such a control effective by licensing, the producers in Europe who produce about 40% of the entire crop, will undoubtedly produce more, thereby neutralizing the efforts of the American producer.

For the reasons given, we are not in favor of a marketing Agreement such as has been proposed. We would thank you, therefore, not to sign anything in connection with a Marketing Agreement or producers' association before advising with us. We will be glad to have your opinion on this subject and would thank you for a reply. Very truly yours,

H. Weibert, President.

ANTWERP NAVAL STORES CORPORATION

Cable Address
Speth - Savannah

Savannah, Georgia,
November 13, 1933.

Mr. G. W. Cooper,
Brewton, Alabama.

Dear Sir:

We beg to call your attention to a matter which we feel is vitally

important.

If you take the Naval Stores Review, you will have read about the proposed Marketing Agreement for Naval Stores, which involves the licensing of all producers, the allocation of how much they may sell of their product during the year and fees for metal tags without which no Rosin or Turpentine may be shipped from the stills, and which tags are to cost 15 cents each per 51 gallons of Turpentine and 5 cents each round barrel of Rosin.

Two-thirds of the factors are opposed to this Marketing Agreement, and to placing the entire industry in the hands of a committee of nine. It is our opinion also, that the plan will be detrimental to the best interests of the producers, and if you felt the same way, you can help defeat it by sending your proxy signed before a Notary Public if there is one convenient to you, but if not, sign it and have your signature witnessed by two other individuals. You can either leave the proxy blank as proxy, or use one of the following names of Factors who are opposed to the proposed Marketing Agreement.

Mr. C. T. McIntosh - who is President of the Southern Stores N/S Company.

Mr. M. L. Kayton - who is President of Carson Naval Stores Company.

Mr. H. Weibert - who is President of Peninsular Naval Stores Company.

Mr. A. G. Cassels - who is President of Cassels Company.

Mr. C. M. Jordon - who is President of Operators Factorage Company.

important.

If you take the Penal Code Series, you will have read about the proposed Marketing Agreement for Naval Stores, which legalizes the dissolving of all producers, the allocation of how much they may sell by their product during the year and from for-mental help without de Penalty or Imprisonment may be enjoyed from the ability, and which helps are to need to meet for it petition of Turpentine and I media such Control of Costs.

Two-thirds of the Parties who answered to this Marketing Agreement, not to placing the Naval Industry in the hands of a committee of nine. It is our opinion also, that the plan will be determined by the best interests of the Industry, and if you feel the same way, you can help defeat it by sending your strong signed Letters & Telegr Public it Three is one objection to it, but it not, sign it and have your signature witnessed by two adult Individuals. You can either leave the proxy blank as above, or use one of the following forms of Proxies who are elected by the proposed Marketing Agreement.

Mr. J. T. Nelson - who is President of the Southern

Grain Dealers.

Mr. L. L. Hayes - who is President of Barnes Naval

Stores Company.

Mr. E. Hilbert - who is President of Valdosta Naval

Stores Company.

Mr. A. G. Daniels - who is President of Daniels Company,

Mr. C. E. Jarman - who is President of Jarman Tan-

ning Company.

Mr. D. A. Sapp - who is President of D. A. Sapp Company.

Mr. Milliard Reese - who is President of Downing Company.

Mr. H. A. Lurton - who is President of the Lurton Company.

Please note that officers of the T & R F Inc and the Consolidated Naval Stores Company are actively in favor of the proposed Marketing Agreement.

In case you do not take the Naval Stores Review, we are attaching copy of the proposed Agreement which was published in Saturday's issue of the Review. We also inclose a stamped addressed envelope for your reply, and as the hearing is to be in Jacksonville on November 20th, we respectfully beg that you consider the matter, and if you agree with us, send us your proxy just as quickly as possible.

With kindest regards, we are,

Yours Very truly,

ANTWERP NAVAL STORES CORPORATION
Walter E. Coney,
By Walter E Coney, Vice-President.

MR. SESSIONS: Mr. Langner, would you care to venture an opinion as to the significance of these letters?

Mr. Langner: I was just coming to that Mr. Sessions. The only point is that I don't know how far I may, not being a lawyer, how far I may go merely to express an opinion and request, perhaps, some further information be developed at this hearing.

The significance, as we see it, about these three concerns, is that it is generally understood in the trade that there are contracts existing between these two Naval Stores factors and the Antwerp Naval Stores Company, and that there is a foreign control. I mean, a foreign financial control represented, perhaps, in the Antwerp Naval Stores Corporation and in the Peninsular Naval Stores Company. I am expressing an opinion now, not a fact, sir, but in opposition to this agreement, the letter itself of the Peninsular Naval Stores Company particularly refers to it and says, "As soon as the world knows that the American producers will proceed to control the next crop (which in our present case means to reduce) and make such a control effective by licensing, the producers in Europe who produce about 40% of the entire crop will undoubtedly produce more, thereby neutralizing the efforts of the American producer."

Now, in view of the fact that the purpose of this agreement includes the necessity for establishing consumptive demand, I think it is germane to the hearing, if it could be established that there is a foreign capital interest, which we also understand is very heavily interested in foreign naval stores, and whether or not the influence of foreign capital interested in naval stores abroad is being used, and in this case it is quite definite, "Do not sign any marketing agreement without consulting with us." "Help to defeat it". Which, after all, sir, is to help to defeat a program which our committee, representing as we do, a majority of the industry, that from a dealer controlled largely by foreign capital, is attempting to nullify the efforts of our own country to produce this agreement, and I am speaking about this agreement, and we would very much like to suggest to the Chair, and that is the point I am very clear on,

that perhaps the president of the Peninsular Naval Stores who is here, would enlighten us particularly on the contract or contractural relations between these producers and the Antwerp Naval Stores Company.

THE PRESIDING OFFICER: Whom do you wish to call for that?

MR. LANGNER: Mr. Weibert.

THE PRESIDING OFFICER: I would suggest we recess at this time and that Mr. Weibert go on the stand right after lunch.

(At this point a recess was taken until two o'clock.)

A F T E R R E C E S S

THE PRESIDING OFFICER: The hearing will please come to order.

H. WEIBERT: being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I am President of the Peninsular Naval Stores Company. Mr. Chairman, if you will permit me, I will very briefly sketch why foreign capital is interested in naval stores.

A good many years ago there was a firm in Antwerp, Belgium, Speth & Company. This company imported American rosin and turpentine.

In 1893 I was sent to Savannah to open up, in conjunction with another gentleman, the Antwerp Naval Stores Company, which is the nearest translation of the French firm, S. A. des Produits, Resineux.

That corporation was formed at that time. The Antwerp Naval Stores Company at first was only an agency, and it continued until the American Naval Stores Company was formed, and after the American Naval Stores Company went out of existence, Antwerp Naval Stores Company was resuscitated. It was then made a corporation under the laws of Georgia and lately, a few years ago, it was changed to American Naval Stores Corporation under the laws of Delaware.

In 1909 I came to Jacksonville to become vice president of the Peninsular Naval Stores. In 1916 I became the president of it, and have been ever since.

Mr. Speth, who was the principal owner in the Antwerp Naval Stores Company, was very much interested in the south. He invested his money

freely. He went into some purchases with the late Major Downing in Brunswick, buying lands and was a friend to the naval stores interest. In fact, it was very fortunate to have him, because a great many times it was necessary to have a strong foreign connection in order to stabilize matters. I refer here to the failure of the American Naval Stores Company.

The control of the Antwerp Naval Stores Company is in Antwerp. So is the control of the Peninsular Naval Stores Company and the Antwerp Naval Stores Corporation has the control of the Lurton Company.

The Peninsular Naval Stores Company does not own any stock of the Antwerp Naval Stores Corporation, nor does the Antwerp Naval Stores Corporation own any of the Peninsular.

After Mr. Speth, and his parents, died in 1920, the heirs divided the stocks that they held. There is now held in the Peninsular Naval Stores -- the Peninsular Naval Stores is a corporation with $1,300,000 capital and has twenty-four European shareholders who own ten thousand eight hundred and fifteen shares and sixty-eight American shareholders who own twenty-one hundred and eighty-five shares.

The Antwerp interests have always been most friendly to the American Naval Stores interest. At the present time a son of Mr. Frank Speth, Mr. John F. Speth, gives his attention to naval stores, and he is a frequent visitor to this country every one or two years, and a great many of those present know him. I guess that is what you wanted to know.

MR. SESSIONS: I did not quite get the ownership of the shares in the Antwerp Naval Stores Company.

MR. WEIBERT: The ownership is practically held in Antwerp,

Belgium, of the Antwerp Naval Stores Company.

MR. SESSIONS: Well, as I understand it, the position of the Antwerp Naval Stores Company is primarily that of an exporter.

MR. WEIBERT: Entirely an exporter, just like the Columbia.

MR. SESSIONS: Primarily an exporter. I wonder, just for the purpose of the record, if you would mind stating the agency, the sales agencies that you have abroad ?

MR. WEIBERT: There is an European Naval Stores Company in Antwerp and, of course, they have their agencies all over Europe.

MR. SESSIONS: In all parts of Europe?

MR. WEIBERT: In all parts of Europe.

MR. SESSIONS: In France, for instance?

MR. WEIBERT: Oh, yes, Mr. Speth is interested in French Naval Stores.

MR. SESSIONS: And in England and Germany?

MR. WEIBERT: Oh, yes.

MR. SESSIONS: Practically in every Continental country?

MR. WEIBERT: Yes.

MR. SESSIONS: Now, have you handled any other naval stores products other than the gum naval stores?

MR. WEIBERT: Who do you mean, the Peninsular?

MR. SESSIONS: No, the Antwerp. Do you export any naval stores other than gum naval stores?

MR. WEIBERT: No, other than perhaps they might buy occasionally a little wood rosin, of little or no consequence.

MR. SESSIONS: Do you represent in the exporting field any other

type of naval stores? For instance, do you act either in the capacity of a sales agent or exporting agent for producers of wood rosin or wood turpentine?

MR. WEIBERT: You mean the Antwerp?

MR. SESSIONS: Yes.

MR. WEIBERT: Will you state your question again.

MR. SESSIONS: I am sorry. My question is -- I understand you are primarily an exporter of naval stores.

MR. WEIBERT: Oh, no, not at all. I spoke of the Antwerp Naval Stores Company in order to immediately tell you how these companies are connected.

I am the President of the Peninsular Naval Stores Company, which is a pure factorage house, and I am principally a factor. I give hardly any attention to the other business, although I am Treasurer of the Antwerp Naval Stores Company and Vice President of the Lurton Company, but my time is almost exclusively taken up with my position as President of the Peninsular Naval Stores Company.

MR. SESSIONS: I wonder if you could develop the line of thought with reference to the control of the Antwerp Naval Stores Corporation? That is, I understood from what you had to say, that the Antwerp Naval Stores Corporation, is primarily engaged in exporting.

MR. WEIBERT: Exactly.

MR. SESSIONS: And in that capacity you export to the various foreign continental countries gum naval stores and I wondered, if in addition to exporting gum naval stores, you also exported, for instance, wood turpentine and wood rosin.

MR. WEIBERT: I know that the Antwerp Naval Stores Corporation has some connection and buys some wood rosin from the Phoenix Naval Stores Company, that is all.

MR. SESSIONS: Do you have any connection, does the Antwerp Naval Stores Corporation have any exporting connection with any mineral substitutes?

MR. WEIBERT: None whatever.

MR. SESSIONS: Do any of the foreign agencies, agencies of the Antwerp Naval Stores Corporation in various continental countries, have any connection with foreign producers of naval stores?

MR. WEIBERT: When you say the agencies of the Antwerp Naval Stores Corporation, do you mean they are controlled by the Antwerp?

MR. SESSIONS: No, I am sorry. I wondered, for instance, if any of the continental branches of the Antwerp Naval Stores Corporation were in any way connected with, for instance, the French producers?

MR. WEIBERT: The Antwerp Naval Stores Corporation has no branches.

MR. SESSIONS: Then, does the Antwerp Naval Stores Corporation itself have any connection with the producers in continental countries?

MR. WEIBERT: No, none whatever.

MR. SESSIONS: None, for instance, with the French producers?

MR. WEIBERT: No, no.

MR. SESSIONS: Do you have officers in this Antwerp Naval Stores Corporation in Savannah and in New York?

MR. WEIBERT: Yes sir, the Antwerp Naval Stores Corporation is located in Savannah and has an office, the Antwerp Naval Stores Company,

Incorporated, in New York.

MR. SESSIONS: What are the various functions of those two offices? What does the Savannah office do and what does the New York office do?

MR. WEIBERT: Well, the New York office attends to the selling in New York and vicinity; it is just a subsidiary of the Antwerp Naval Stores Corporation.

MR. SESSIONS: Do you happen to know whether those two offices are separately incorporated?

MR. WEIBERT: Yes sir, the Antwerp Naval Stores Company, Incorporated, in New York, is separately incorporated, but it is a very small company held by the Antwerp Naval Stores Corporation.

MR. SESSIONS: It is a wholly owned subsidiary of the Savannah Company?

MR. WEIBERT: Yes, sir.

MR. SESSIONS: Now, then, what does the Savannah office do?

MR. WEIBERT: Well, the Savannah office acts as exporter or as dealer, just like any other company.

MR. SESSIONS: The sale office, then, is carried on by this subsidiary corporation located in New York?

MR. WEIBERT: Only as far as New York is concerned, but, of course, the Antwerp Naval Stores Corporation has agents in a great many places in the United States; for instance, in Philadelphia, in Boston and a great many others.

MR. SESSIONS: I wonder if you could give us an idea of approximately how much the Antwerp Naval Stores Corporation exports annually?

Incorporated, in New York.

MR. KENDRICK: What was the verbiage used to issue the affidavit that Bank of America did not wish from the Lock office for?

MR. MCKEON: Well, the New York office attends to the selling in New York and visibility; it is just a subsidiary of the Lackawanna Steel Company.

MR. KENDRICK: So you happen to know whether these two offices are separately incorporated?

MR. MILLIKEN: The air, the Lackawanna Steel Company, Incorporated, in New York, is separately incorporated, but it is a very small company held by the Lackawanna Steel Company.

MR. KENDRICK: Is it a wholly owned subsidiary of the Lackawanna Company?

MR. MCKEON: Yes, sir.

MR. KENDRICK: Now, then, what does the General Office for do?

MR. MCKEON: Well, the General Office sells the corporate or Dunlap, just like any other company.

MR. KENDRICK: The main office, then, is operated by this subsidiary corporation located in New York?

MR. MCKEON: Only as far as New York is concerned. Well, of course, the Lackawanna Steel Corporation has offices in a great many places in the United States; for instance, in Philadelphia, in Boston and a great many others.

MR. KENDRICK: I wonder if you could give us an idea of approximately how much the Lackawanna Steel Corporation expends annually

MR. WEIBERT: I would prefer -- I haven't got those figures right in my head, because I really do not give enough attention to it. Perhaps Mr. Mackall could do that.

MR. MAC KALL: I could furnish those figures, Mr. Chairman, but I haven't got them.

MR. WEIBERT: WE will be very glad to give them to you tomorrow.

MR. SESSIONS: I don't recall whether I asked you this question or not. If I did, you will excuse me for repeating it. I understand that in the Antwerp Naval Stores Corporation itself there are approximately ten thousand shares of stock which are owner ---

MR. WEIBERT: No, in the Peninsular.

MR. SESSIONS: That is in the Peninsular?

MR. WEIBERT: Yes.

MR. SESSIONS: And the Antwerp Naval Stores Corporation is primarily owned and controlled by people located in Antwerp?

MR. WEIBERT: Yes, sir.

MR. SESSIONS: Now, I believe you said you are President of the Peninsular Naval Stores Corporation?

MR. WEIBERT: Yes, sir.

MR. SESSIONS: Does the Peninsular Naval Stores sell over the Board of Trade?

MR. WEIBERT: Yes, we sell over the Board of Trade. We had a contract with the Antwerp Naval Stores Corporation, a somewhat elastic contract, by which they could call for half of our receipts daily, and we put the other half on the open market.

MR. SESSIONS: That is with the Antwerp?

MR. MILLIKEN: I would prefer -- I haven't got those figures right in my head, because I really do not give enough attention to it. Perhaps Mr. Bagwell would do that.

MR. MAY HILL: I would furnish those figures, Mr. Chairman, but I haven't got them.

MR. MILLIKEN: We will be very glad to give them to you tomorrow.

MR. CHAIRMAN: I don't recall whether I asked you this question or not. If I did, you will excuse me for repeating it. I understand that by the January Naval Stores Conservation Board there are additionally two thousand barrels of stock which are owned --

MR. MILLIKEN: No, in the Destructor.

MR. CHAIRMAN: That is in the Destructor?

MR. MILLIKEN: Yes.

MR. CHAIRMAN: And the January Naval Stores Corporation is liquidating owned and controlled by people located in Savannah?

MR. MILLIKEN: Yes, sir.

MR. CHAIRMAN: Now, I believe you said you are President of the Continental Naval Stores Corporation?

MR. MILLIKEN: Yes, sir.

MR. CHAIRMAN: Does the Continental Stores sell over the Board of Trade?

MR. MILLIKEN: Yes, we sell over the Board of Trade. We had a contract with the January Naval Stores Corporation, a somewhat similar contract, by which they would sell for half of our receipts daily, and we put the other half on the open market.

MR. CHAIRMAN: That is with the January?

MR. WEIBERT: That is with the Antwerp. Since we have had the discussions on fixing codes and trying to ameliorate conditions in the trades, we have expressed our willingness to waive this contract, because the contract is of not much use to the Antwerp Naval Stores Corporation, because we are not large enough, the Peninsular Naval Stores Company. We have reduced our handling of naval stores considerably owing to the bad times, because we thought it would wholly break down, and of course, we were not assisted in the same way by others, but we handled thirty-seven thousand units three or four years ago, and this year we will only handle twenty-four thousand. Now, you can readily see with such an amount, distributed over a whole year daily, is of no interest to the exporter. He needs more stuff than that. He cannot figure on the few hundred barrels that we can offer daily. We can only offer one hundred and fifty to two hundred barrels of turpentine daily, and that is of no consequence.

MR. SESSIONS: How does the Antwerp Naval Stores Corporation, acting as exporter, usually get its day-to-day supply?

MR. WEIBERT: It gets its day-to-day supply exactly -- I can just refer to what Mr. Nash said, excepting we have no contract like the Downing Company contract.

MR. SESSIONS: That is, it buys entirely over the Board of Trade.

MR. WEIBERT: Except the Lurton Company, is handled the Lurton Company in Pensacola. That is a closed port.

MR. SESSIONS: And it has an outstanding contract of an elastic nature with the Lurton Company?

MR. WEIBERT: No, with the Peninsular Naval Stores Company.

MR. SESSIONS: And I understood you to say just before that you also have this contract with the Lurton Company.

MR. WEIBERT: Yes, the Antwerp Naval Stores Corporation handled the Lurton Company's receipts in the same way that the Columbia Naval Stores Company handled the West Florida Naval Stores, and those are the receipts going from Pensacola, and Pensacola is not an open market. Somebody has to take it.

MR. SESSIONS: Approximately how much is handled that way, that is, by an arrangement between the Lurton Company and the Antwerp Naval Stores Corporation.

MR. WEIBERT: With the Lurton Company about ten thousand units a year.

MR. SESSIONS: I wonder if you would give us the benefit of your suggestion as to the effect of handling large amounts of naval stores by a private contract rather than by the offering over the board of trade?

MR. WEIBERT: Well, I would prefer really, that everything would go over the board of trade.

MR. SESSIONS: For what reasons?

MR. WEIBERT: Because it gives a fair and broad market; and does away with all ways by which a fellow might think he may derive a little benefit. You may readily conceive that if there is a demand for rosin and turpentine, and the smaller buyers would run to the factors and tell them to hold out one hundred turpentine and hold out two hundred, or so on, "and I will give you maybe a quarter of a cent on the turpentine", therefore the edge of the market is taken off; the competition is taken off.

MR. SESSIONS: What do you mean by the edge of the market is taken off? Do you mean that for the most part the outstanding contract for sales have been taken care of, so that what is offered over the Board of Trade is

in effect the surplus for that particular day?

MR. WEIBERT: No, I have no reference to any contracts. I, primarily, mean -- Oh, you mean contracts in the country, contracts that are made in the country?

MR. SESSIONS: Yes.

MR. WEIBERT: At the stills?

MR. SESSIONS: No, I am sorry. I mean, taking the purchaser, whether or not he wants to purchase either over the Board of Trade or by private contract, and perhaps have outstanding contracts to sell naval stores and he will wish to make corresponding purchases to fulfill his contract. Now, I say, can you conceive of an instance where you would be able to secure, by private contract enough naval stores to fulfill your outstanding contracts so that there would be no necessity for going on the Board of Trade in order to obtain necessary supplies?

MR. WEIBERT: No. You mean that if I have -- You are speaking now from the customer's standpoint? The dealer's standpoint?

MR. SESSIONS: Yes.

MR. WEIBERT: If I have contracts in the country I do not have to go to the Board of Trade if I do not sell more than what I can reasonably expect from contracts in the country, is that it?

MR. SESSIONS: That is my point.

MR. WEIBERT: That is, of course, the contracts in the country are not sold at a fixed price, whereas you have to sell at a fixed price. So, therefore , you can hardly sell a whole lot of stuff, basing it on the contracts, when you don't know what you have to pay for the contracts.

MR. SESSIONS: What is your conclusion from that?

MR. WEIBERT: Well, the contracts are firstly, the contracts in the country, rather --Well, of course, I have not tested it out. I don't know exactly how it is. Naturally the seller of a contract, he likes to know that he can dispose of his stuff. He has it in the country, he knows he makes it there from day to day, and every two weeks he knows he gets an inspection and that he can get his money. Now, if you have to offer it over the Board of Trade, the buyers may not have an outlet just for that particular stuff, that is, at that particular point where it moves from, where he has to move it from. For instance, if it is a point where it should go to Cincinnatti or some western point, or eastern point, maybe he has not got the sales or the man cannot sell right away, and the man has to wait and it may inconvenience him. From the buyer's standpoint, I think it is immaterial but from the seller's standpoint I don't know, if I were a large producer, I would probably prefer a contract, because I would get my contract at the average price, but as to the buyer, I think it is immaterial.

MR. SESSIONS: How has the market been during the current season for naval stores in various foreign countries? Has it in a general way reflected the market as it is at Savannah?

MR. WEIBERT: Yes, you mean the prices?

MR. SESSIONS: The prices that the Antwerp Naval Stores Corporation, as an exporter, could expect to obtain for its naval stores?

MR. WEIBERT: Well, it is always based very closely on the Savannah prices, because the competition is so keen that there is only a very small margin in the price, very small.

MR. SESSIONS: And as an exporter you quote your price in the various foreign outlets.

MR. WEIBERT: We send cables to our agents from day to day telling them that we offer you so much at such and such a price.

MR. SESSIONS: Just so much for Savannah.

MR. WEIBERT: Just a little profit to it, and you might be undersold and you might get it or you might not.

MR. SESSIONS: The Antwerp Naval Stores Corporation. I wonder how much it annually exports.

MR. WEIBERT: Well, I haven't got the figures, but I am very glad to give them to you. If you will permit me, I will give them to you tomorrow.

MR. SESSIONS: I wonder if you have ever checked -- I am just developing a line of thought that you suggested a few minutes ago -- checked the number of units that are received in Jacksonville and in Savannah each day as against the number of actual sales transacted over the Board of Trade.

MR. WEIBERT: I haven't got the figures in my mind, but I know when you look at the sale that are made in Savannah and Jacksonville they seem to be ludicrously small.

MR. SESSIONS: And why do you say "ludicrously small"?

MR. WEIBERT: Because for a market on naval stores to sell twenty barrels a day is rather too much to believe.

MR. SESSIONS: And could you think of this, for instance, of a day, or have you ever seen a day when there were twenty barrels of turpentine offered, we will say, over the Board of Trade?

MR. WEIBART: Well, only in the winter, yes, when nothing comes in because their receipts are particularly low.

MR. SESSIONS: On those days when there are only twenty barrels

offered over the Board of Trade, there might possibly be contracts outstanding which would be consumed if only one-quarter of those twenty barrels were actually sold.

MR. WEIBERT: You mean contracts in the country?

MR. SESSIONS: Yes.

MR. WEIBERT: Yes.

MR. SESSIONS: So that a market would technically exist in that instance merely by the sale of five barrels of turpentine.

MR. WEIBERT: I don't know exactly what the rules of the Board of Trade are. I haven't got them with me, how much has to be sold to constitute a firm market. I would not like to pass on it.

MR. SESSIONS: Would you say, as a general rule, that approximately one-quarter of the receipts of Savannah are offered over the Board of Trade and that we could logically infer that the other three-quarters that was sold by private contract? That is, just as a general rule.

MR. WEIBERT: I don't think that it would be as low as one-quarter; I think it will be in the course of the year, four, but of course, the thing is that it is irregular. If the market goes down everybody is offering it, and if the market goes up then you get nothing, nothing will be offered.

MR. SESSIONS: I think that that answers my question very well, thank you very much.

THE PRESIDING OFFICER: Any other questions?

(No response.)

THE PRESIDING OFFICER: The witness is excused.

JULIAN LANGNER resumes the stand.

Mr. Chairman, I am going to try and be, now, as brief as I can. I would like to discuss the other amendments, and I would like to take up the agreement as far as it has gone, and perhaps make this statement for the record.

We have tried to establish the desirability of this agreement, with the amendments, by bringing before you facts from what I would call people whose -- gentlemen whose knowledge in the many operations, for example, of marketing are thoroughly well established, and are recognized in the industry, and I would like to submit on this question of balancing production, that perhaps all the information given by Mr. Nash has established that there should be a balancing of production and that particularly over-production affects the market. I cannot add anything to the information which has been given, because, of course, I am not an authority on the marketing or production operation.

I think that with reference to the consumptive demand, it is the duty of the control committee to establish that. We have established that it can be done, because Mr. Nash stated that he went last year, or some time ago, to the intermediate credit bank officials and the intermediate credit bank at Columbia, with Mr. Wilson of the Marketing Association, and they decided at that time that the quantity which ought to be produced should be about the same as the year previous, or 390,000 barrels, and Mr. Nash, naturally, must have been thinking in terms of the potential consumer demand compared to the available supply.

And last week, on that amendment which we offered, providing that receipts brought into Jacksonville and Savannah, Georgia, there to be offered for sale, should be offered over the Savannah and Jacksonville Boards of

Trade, both Mr. Nash and Mr. Weibert have agreed that the tendency there would be to establish a broader market, and, of course, from the standpoint of the committee, the establishment of a broader market has always been in the minds of the producers. On this twenty barrel and forty barrel or fifty barrel variation they did not perhaps understand it thoroughly, and did not like it. They do feel that by adding this to the agreement that it would do the very thing that Mr. Nash and Mr. Weibert figured out, establish a broader market, and in another way, generally, it would have the effect, in view of the general terms of both private contracts existing, whereby the producer gets either the average of the Savannah and the Jacksonville or the Jacksonville or the Savannah markets, that the tendency would be then to lift the price which the producer receives, perhaps, to some new price level based upon a new price level established as a result of the broader market to the Savannah and the Jacksonville boards of trade. Now, that has been the thought of the committee in adding that amendment to the Marketing Agreement.

Now, I would like to take up these other amendments. This amendment has been filed:

"The contracting producers agree not to sell gum turpentine and gum rosin derived from crude gum taken from any living pine tree less than 9" in diameter at a point 4 ½ feet above the ground or any living pine tree working more than one face at the same time, which tree is less than 14" in diameter at a point 4 ½ feet above the ground; provided, however, exceptions to the above restrictions may be allowed under such conditions as may be approved by the Control Committee and the Secretary, and provided that the provisions of this Section shall not apply to any lease or contract or to any living pine trees producing crude gum in conflict with the provisions of this paragraph upon the effective date of this agreement."

The administration has shown the keenest interest perhaps I should say the Forestry Division of the Administration has shown their keenest interest in that proposal of the producers' committee.

I believe that the inclusion of this amendment has the very full approval of the Forestry Division of the United States Department of Agriculture.

I have always felt that this entire reforestration program, particularly as it is now being developed by the Administration, might make a major contribution toward the solving of staple agricultural problems, by returning to forestry perhaps some marginal land now producing cotton, tobacco and so on, into forest land once more.

In order to be very brief with that, sir, I would like to call on Mr. Harper of the United States Forest Service, who is here, and would express to you, perhaps, his experience.

I will call Mr. Harper of the Florida Forest Service.

THE PRESIDING OFFICER: Mr. Harper of the Florida station?

MR. LANGNER: Yes, sir.

DR. VEITCH: Mr. Harper is of the United States Service.

MR. LANGNER: Mr. Harper of the United States Service and Mr. Coulter of the Florida Station.

MR. SESSIONS: We would like to hear from Mr. Coulter.

C. H. COULTER, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I am with the Florida Forest Service, and I reside at Lake City, Florida.

MR. SESSIONS: Mr. Coulter, you are in the Florida State Forestry Department?

MR. COULTER: Right.

MR. SESSIONS: How long have you been engaged in that position?

MR. COULTER: Approximately five and a half years.

MR. SESSIONS: Did your experience and training along that line begin when you entered the forestry service?

MR. COULTER: No sir, I was trained before I entered the forest service and spent some time working at Starkewith the United States Forest Service, going into this very subject.

MR. SESSIONS: Do you specialize in pine trees?

MR. COULTER: No, I specialize in forestry.

MR. SESSIONS: The general subject of forestry.

MR. COULTER: Yes, sir.

MR. SESSIONS: Well, does this amendment, as framed and offered, appear to you to fill the bill, so far as the point of view of the forester is concerned?

MR. COULTER: I believe the two measures submitted are very good, not only to conservate the industry, but for at present lowering production.

MR. SESSIONS: I have just a few questions about the possibility of entering into a concerted conservation measure, such as this, through the medium of contract. It has been developed, I think, in the course of the testimony in this hearing, that for the most part these strips of timber are operated on four year leases. Is that correct?

MR. COULTER: Yes.

MR. SESSIONS: And that lease must be (A) from large timber owners, or they may be from the United States Government, is that correct?

MR. COULTER: Yes, sir.

MR. SESSIONS: Well, now, to your knowledge, do these leases out-

standing already usually contain stipulations as to the number of crops which are to be worked?

MR. COULTER: The usual practice is, I believe, to lease, in the majority of cases, a certain area for working for naval stores purposes. In many cases, however, the exact amount may be specified, but in small and medium sized contracts usually the land owner, whether he be large or small, leases to the turpentine operator certain areas and specifies the cups he may hang in that area for naval stores purposes.

MR. SESSIONS: Now, do you have any idea of the amount of acreage that is at the present time bound up in leases, the length of which is four years?

MR. COULTER: Offhand I would say that the amount of leases are not -- rather than give you an area figure, I will give you a percentage of the leases -- I would say something like 85% of the trees worked are leased under some form of contract. Let me add this. As trees are worked out, up to the fifth, sixth and possibly the seventh year, new leases for new trees are constantly added to keep up the operator's production, and with them some new stipulations or restrictions may be placed upon new acreage or virgin acreage, based for next season.

MR. SESSIONS: Now, those stipulations about the number of crops that are to be worked relate to each inception of the lease, don't they? I mean that general stipulation that you are to work so many thousand faces or so many units of ten thousand faces, would apply to each division of the amount of timber that is to be worked, wouldn't it?

MR. COULTER: Would you repeat that question.

MR. SESSIONS: We have already said that there are a large number of

leases which are outstanding and which contain a stipulation of some sort as to the number of faces which are to be worked, and you were bringing in the point that there are continually additions, bring in new virgin timber. My question was, does the stipulation as to the number of faces that are to be worked apply also to the virgin timber that is to be brought in from time to time?

MR. COULTER: I believe, possibly, that you have the wrong idea. The 85% which I referred to are to trees for one leasing of those trees. Then, when new trees are taken in frequently, except in some cases, say the 15%, the leases renewed which would constitute a new agreement with the land owner. That does not apply to the large holdings. It does to the small holdings, and which I would consider to be the majority of the timber work in Florida and Georgia. Does that make it clear?

MR. SESSIONS: That is quite clear; that is the very point I wanted. So much for the technical or the legal difficulty.

Now, the average person who is leasing that timber, inasmuch as he is leasing it only for a period of four years, is very humanly interested in extracting the most production of rosin in that four year period. I understand it is the practice at times to pay for that entire four year lease in a lump sum.

MR. COULTER: Sometimes, but not as much now as they used to. Usually at the present time the tendency is to lease it from year to year, or more on a percentage basis; year to year is the method of payment for those leases.

MR. SESSIONS: What do you mean when you say that the payment may be on a percentage basis?

MR. COULTER: Some operators contract with land owners to lease or work all or a greater part of their property. Then they pay the landowner, in place of a cash transfer at the beginning of the year, so much of each unit produced in that area. It might be fifteen, and it might be as high as twenty-five percent of the actual cash returned from the sales of naval stores products.

MR. SESSIONS: Now, that is simply arithmetic which I have in mind. I am leasing a tract of timber and I pay down some of my hard earned cash in a lump sum. I see this tract of timber down here and I am interested, and I can just subtract the amount I put in from the amount of turpentine I produced and the greater the amount of product the greater my profit differential will be. Now, do you have any idea of the number of leases that may be outstanding, in terms of percentage, with that kind of an arrangement?

MR. COULTER: I would hesitate to estimate that, because there is probably twenty-five, basing it on a four year turn over of leases, probably seventy-five percent of them are outstanding at the present time, just by analogy. The other twenty-five percent should necessarily be worked out this year, leaving three-quarters of them in effect at the present time under the setup that I speak of.

MR. SESSIONS: Is this percentage contract arrangement incurring any great favor among the producers and the lessors?

MR. COULTER: It is in great favor on larger properties, but it does not apply to small leases.

MR. SESSIONS: You mean you distinguish there in the size of the strips of timber that is leased?

MR. COULTER: Yes, sir.

MR. SESSIONS: If it is a pretty big strip of timber then they would go into it on a percentage basis?

MR. COULTER: Usually.

MR. SESSIONS: Now, what would a small lot be? How many acres?

MR. COULTER: Acres would hardly give you a very good figure, because I can probably convert it into that, and it would be just a ---

MR. SESSIONS: Give the trade usage of that.

MR. COULTER: By the ten crops, it would cover roughly, about three-quarters of a section to the crop. These may be too wide spacings, but it does happen that way lots of times. That would be the maximum of the small size, roughly. A larger tract, which would embrace the workings of fifteen crops and upwards would occupy, in some cases, as much as fifteen thousand acres or more.

MR. SESSIONS: Which would be how many crops?

MR. COULTER: Which I mentioned, fifteen crops. It will occupy at least fifteen thousand acres or more. The figure of fifteen trees to the acre is not a very attractive one to the turpentine operators, but with scattering timbers that often results.

MR. SESSIONS: Can you think of any reason, -- it is pretty obvious -- I don't see it, frankly, why small leases should be on a flat basis and the larger ones on a percentage basis.

MR. COULTER: The best reason for that is when you are working on a percentage basis you keep one man's production to himself. In other words, a turpentine operator stilling for twenty small lessors, would have difficulty separating their products at the stills, and therefore would have difficulty in knowing how much to pay them as a percentage of what he has, while if he

stills for one large operation, it is very simple, if he makes one hundred barrels of turpentine, to set aside twenty to pay back the man for his leasing percentage.

MR. [illegible]: What do you think would be the attitude of the person leasing the timber toward this conservation measure? Obviously he could not be a party to this contract, because he is not a producer in that instance, or a processor, in the strict sense of the word. Can you give me an idea of what might be the attitude of those people in either situation, either on a percentage basis or where the payment is by a lump sum?

MR. COULTER: Taking up the percentage basis first, the land owner leasing would be, I believe, entirely in line with the elimination of overcupping. He would get greater returns for the product, because they would be working the larger sized trees. Then his trees unworked would represent a future possibility to him at a more attractive price than is presently possible from the smaller sized trees. Then, going up to a small scale where they lease up a tree, I would say that some last orders, especially the small fellows, wants to get every cent he can out of his lease money to keep him going, and he might not look quite as favorable on a limitation, but I likewise believe that by restricting the cupping of the smaller sized tree it would in the end net him much more than by letting it be worked too heavily, or two faces on the same tree of a certain diameter size.

MR. COULTER: A small size tree should not figure very largely in it, because it would not be very attractive to the big operator to cut a small size tree, but the larger sized tree, having two faces, can be worked out at the same time, and they would get more money out of it than if they only worked one.

I don't believe that the small size tree would figure largely into a lumbering operation, because it does not present any return to cut and sawmill trees of eight and nine inches, but a larger tree of probably thirteen or fourteen inches, if two faces could be worked it would net more returns to the timber man for having two faces in the place of one.

MR. SESSIONS: And so far as that provision is concerned it might act unfavorably.

MR. COULTER: Yes.

MR. SESSIONS: Now, do you think it would be equitable to restrict him in working only one side of the tree, in the interest of the general program, if the tree were less than fourteen inches?

MR. COULTER: This would be entirely my own opinion.

MR. SESSIONS: That is what I am asking.

MR. COULTER: I think in an emergency which might present itself, such a thing would be equitable. A lumber dealer, on the other hand, would not agree with me on that subject.

Mr. SESSIONS: I understand there are many large timberers or many intermediate size farmers, who are engaged in a reforestration program, and I understand from what has been said that so called thinning operations are necessary from time to time as a basis of the reforestration program. I would infer that there might be times when they would want to turpentine

certain sizes of trees before thinning them out. Now, what do you think the effect of this would be as to persons desiring to thin the forest before that?

MR. COULTER: I believe that there is some tendency to do that, that is cup trees smaller than they should be cupped, just to get them out of the way, to allow the larger trees to grow, but I believe that those folks doing that work could very well give it up, if necessary, for a limited period, in order to come in under some conservation measure which would help deter the production for a year or two, at not much sacrifice to their own holdings.

MR. SESSIONS: You mean that the returns from trees that small would be so slight that they could give it up without materially impairing their returns?

MR. COULTER: Yes sir, and I qualify it by saying that they could come back to those same trees in two or three years and get just as good or maybe better returns from them.

MR. SESSION: These trees, I understand, undersized trees, which he would be cupping, would be trees that he was going to thin out?

MR. COULTER: Yes, sir.

MR. SESSIONS: Chop down?

MR. COULTER: Yes.

MR. SESSIONS: And if he waited two or three years there would not be any purpose in thinning them; the very reason he is thinning them would be in the interest of conservation to have more maturities and greater growths in comparison with the others.

MR. COULTER: I believe that that thinning could be deferred two

or three years without causing any great hardship or causing any financial loss.

MR. SPARHAWK: You are thinking now of a purely emergency measure, just for one year or two, but as a general practice, if this thing would be extended, you would not expect them to give up, or I mean, it would not be practical to give up turpentining these small trees. I mean, it would be perfectly practical for such a practice.

MR. COULTER: Yes, for thinning purposes. I would not recommend using trees of eight or nine inches for cupping purposes, but in an emergency it might be given up.

MR. SESSIONS: Once more I come back to my man who is merely leasing the timber from somebody else. What would be the attitude of the person he is leasing from? If I am leasing land of you on a percentage basis, naturally I am interested in getting the biggest return. Conversely, if I lease it from you and pay down my lump sum of money and anticipated paying a flat sum, I would also want to push my production up ahead.

MR. COULTER: You would not get your maximum production of those trees. It would simply be a reforestration measure to do that. Your returns might not be enough to pay for the cost of that work.

MR. SESSIONS: Did I understand you correctly, that the cost of turpentining or working a tree of less than nine inches in diameter, the returns that I would get from a tree of that size, that it would hardly be worth my while to keep it up on a big scale?

MR. COULTER: At the present time, yes. It seems to me, from some figuring I did this year, before prices had gone up, that trees that produced less than thirty-two units to a crop showed a loss, and if they were worked out the rest of the operation had to carry that cost.

MR. SESSIONS: Now, what size tree produces thirty-two units to the crop?

MR. COULTER: That can be only an average figure, and it would be about eight and a half inches, maybe a little bit better, and thirty-six units to the crop would be a fair average for a nine inch tree.

MR. SESSIONS: That is, if I am working trees which, on the average, run eight and a half inches in diameter, then I am depending on my big trees to carry those along.

MR. COULTER: Yes.

MR. SPARHAWK: This, I think, was partly brought out by what you just said. The suggestion was made that the man who leases timber would be interested in getting the maximum amount of gum that he could get. I would assume that the matter of cost of extraction would be a very important element. What is the woods cost of getting the gum? How does that stack up to the cost of the leasing itself?

MR. COULTER: I will have to prepare that for you. I did not have it ready off hand. I have the total cost of woods cost, leasing, cost of production, cost on which I made up the last statement of about 32 units to an eight and a half inch tree.

MR. SPARHAWK: It included the lease as well as cost of production?

MR. COULTER: Yes.

MR. SPARHAWK: The cost of production is smaller than the woods cost?

MR. COULTER: Quite a good deal smaller.

MR. SPARHAWK: Do you have figures which would show, or which you would want to put into the record showing yields of faces for different size trees?

MR. COULTER: I would be glad to put in Page 43 of the Bulletin Florida Naval Stores, giving the yields for poor, medium and good condition trees, from various size trees.

THE PRESIDING OFFICER: Will you put that into the record?

MR. SESSIONS: May I request that the Bulletin be placed in as part of the record.

(Same is received in evidence, and marked Exhibit 31.)

(The table referred to by the witness reads as follows:

TABLE II

TURPENTINE YIELDS PER CROP UNDER POOR, MEDIUM AND GOOD CONDITIONS.

Diameter of tree: 4 1/2 feet above ground	Slash Yield for 32-Streak Season			Longleaf Yield for 32-Streak Season		
	Poor Site	Medium Site	Good Site	Poor Site	Medium Site	Good Site
Inches	bbls.	bbls.	bbls.	bbls.	bbls.	bbls.
6	16	19	24	18	21	24
7	22	26	32	22	26	31
8	27	33	39	27	32	37
9	33	40	47	32	38	44
10	39	46	54	37	43	51
11	46	53	62	42	49	58
12	52	61	69	47	56	65

MR. SESSIONS: Do you believe that nine inches in diameter before beginning to cut in? is a desirable size of tree? That is, do you believe in waiting until a tree gets to nine inches

MR. COULTER: Yes, and if you can even wait longer it would do better and it would pay you better to wait for it. A nine inch I would suggest only as the minimum size.

MR. SESSIONS: Do you think there would be any variation in that

Diameter at breast height (4 1/2 feet) above ground	Plant		Tip-rot Fir-Hemlock Forest		Lowland	
	Life form	Active life	Dead life	Slow life	Medium life	Good life
Inches	Sale.	Sale.	Sale.	Sale.	Sale.	Sale.
6	12	19	34	19	22	34
7	22	29	22	13	22	21
8	27	23	21	17	21	17
9	29	42	27	12	12	24
11	31	29	24	17	23	21
11	44	23	22	21	24	20
12	23	21	22	27	21	25

nine inch diameter, depending on whether it was a slash or a longleaf?

MR. COULTER: There is a variation, but I believe unless you decide on some diameter limit and stick to it you would not get anywheres. In other words, in the average variation, you may have one of three conditions, a slash, a longleaf or a mixture of both, and therefore I would suggest that a nine inch diameter limit be made to prevent dispute or confusion.

MR. SESSIONS: Does that variation of return from the tree vary upwards in the case of the longleaf pines?

MR. COULTER: Oh, everywhere around the slash is more productive than the longleaf. You can take a closer grown tree and they would not produce as much, and all of these things come in and I would recommend one standard to go on rather than a sliding scale for the species or the development of the tree.

MR. SESSIONS: What is your opinion of the phrase "streaking out of season"?

MR. COULTER: Do you mean, is it good practice?

MR. SESSIONS: What do you think of it? Is it engaged in very much, and what is the effect of it, first on the tree, and then on the supply?

MR. COULTER: Streaking out of season is a good practice in the naval stores industry. It has two advantages, one, of freshening up the face and removing the lightered on the cut which dams up the flow of gum, and two, it provides returns through the winter and early spring when the operator has nothing to fall back on in the way of cash or credit to his account.

MR. SESSIONS: What do you think about it, as far as practice?

MR. COULTER: I believe that three or four winter streaks are reasonably good practice. I preface that by stating that if you anticipate any control of production that you put it in the form of a certain height for a year of working rather than saying how many streaks you should put on during the winter. A sixteen inch height of space in one season should provide the operator with ample working surface to secure a reasonable production of gum. I am not proposing that at this time.

MR. SPARHAWK: Do you have figures showing the effect, the relationship between the size of trees and the total yield of gum during the working life of the tree? What I mean, if you start working a tree at nine inches or before, you can work it more years than a smaller tree.

MR. COULTER: Yes.

MR. SPARHAWK: And you would also get more yield per gum average for the year that you work?

MR. COULTER: Yes, sir.

MR. SPARHAWK: Are there figures showing the total yield that you get in a given year from a tree?

MR. COULTER: I don't believe there are figures worked out in that manner but they could be very easily introduced in the record, if you want them.

MR. Harper might tell you something about that. I have no figures in that present form in respect to the value of a given tree throughout the life of the term for lumber or turpentine. I don't believe that we have them at this time.

MR. SPARHAWK: Also the fact that you leave the tree until it gets to

nine inches and then before working it, at the time it is worked out you would probably be able to get a more valuable timber product than if you worked the tree when it was small.

MR. COULTER: Absolutely, it is a sacrifice for the landowner to have his tree worked too small, for the ultimate value of that tree.

MR. SPARHAWK: What would you say of the effect of the restrictions such as has been proposed, on the possibility of sustained yield and operation.

MR. COULTER: I firmly believe that working too small a timber limit, and to the elimination of established cupping, both of these items would help materially in perpetuating the industry and supplying a good future to work on, and I believe also at the present time would lower the production available.

MR. SPARHAWK: In other words, over a period it would stabilize your production and thereby accomplish one of the objects of the law, wouldn't it?

MR. COULTER: I believe so.

MR. SPARHAWK: I think you heard the testimony the other day that any restrictions of this sort would make the practice of forestry difficult or impossible. Do you agree with that?

MR. COULTER: The only case I believe it would make it impossible when some farmer is in such sore straits with money, they just have to have it in order to keep going, that would be the only condition that I can think of when those restrictions would work against the farmer.

MR. [illegible]: THat would be a very exceptional case.

MR. COULTER: Yes.

H. WEIBERT resumes the stand.

MR. PETERSON: I am sorry to ask you to come on the stand again, but I was not here, unfortunately, myself, when some of your testimony was given, and there may be one or two questions I ask that were asked you before. Are you purely a distributor?

MR. WEIBERT: No, I am primarily a factor.

MR. PETERSON: Are you an officer of the Antwerp Company?

MR. WEIBERT: Yes, I am Treasurer.

MR. PETERSON: That is a distributing company?

MR. WEIBERT: Yes, sir.

MR. PETERSON: Do you operate on the Savannah Board of Trade?

THE PRESIDING OFFICER: Mr. Peterson, all of that is in the record.

MR. PETERSON: Do you operate yourself on the Savannah Board of Trade?

MR. WEIBERT: NO, we receive very little stuff in Savannah.

MR. PETERSON: You, as an individual, I mean. Do you operate on that Board of Trade?

MR. WEIBERT: No.

MR. PETERSON: What time of the year would you say the largest stocks of naval stores are in the hands of the distributors? At what time of the year, of each year?

MR. WEIBERT: I should say during the summer.

MR. PETERSON: That is during the height of the season?

MR. WEIBERT: Yes, sir.

MR. PETERSON: And is that the usual time of the year, of each year, when the price during that year is the lowest?

MR. WEIBERT: No, not at all, it very often happens, especially

in the last year, that prices remain very low during the winter.

MR. PETERSON: But at no time are they any lower than at the height of the season?

MR. WEIBERT: No, I don't think so, maybe in some instances.

MR. PETERSON: Usually a distributor accumulates his largest stocks during the time of the height of the season when naturally prices would be the lowest?

MR. WEIBERT: No, I would not say that, because very often there are dull periods in November and December.

MR. PETERSON: If you, as a factor -- of course it is very much against your interest to have to sell large quantities of this merchandise in the height of the season at the lowest price schedule.

MR. WEIBERT: Yes, if I have to sell at the lowest prices it certainly is against my interest.

MR. PETERSON: And that is the situation as it now stands?

MR. WEIBERT: No, I cannot say that. If I do not sell in the summer I will have to hold the stuff, and therefore I lose interest. I have to pay for the carrying charges, and I would have to get a substantial advance in the winter months, in order to get back the money that I could have gotten if I sold in the summer.

MR. PETERSON: That is from the point of view of the factor?

MR. WEIBERT: Yes, sir.

MR. PETERSON: I believe you just said, as a distributor, it is necessary for them to accumulate these large stocks in the month of December.

MR. WEIBERT: Yes, and also at the end of the season. It depends

entirely on the statistical position of the market.

MR. PETERSON: Then, of course, it would be an advantage to a distributor if he did not have to accumulate or hold these large stocks.

MR. WEIBERT: Oh, yes.

MR. PETERSON: Why does he do it?

MR. WEIBERT: Because he has to have stocks to supply a demand that comes along in January, February and March when the receipts are very small.

MR. PETERSON: There is a fairly consistent consumers demand?

MR. WEIBERT: Because the demand is smaller in the winter months and it is heavier in the summer months.

MR. PETERSON: Then, from the point of view of the consumer, the factor and of the distributor it would be to the advantage of all three to have a balanced production, isn't that true?

MR. WEIBERT: You mean balanced consumption?

MR. PETERSON: Yes.

MR. WEIBERT: Yes, sir.

MR. PETERSON: And if there would be a balanced consumption I suppose that each of the groups, the factors or distributors would be inclined to suffer, I mean suffer from a financial point of view.

MR. WEIBERT: No, the distributor certainly would like to have a balanced consumption as well as the producer.

MR. PETERSON: It would be to their financial advantage to have a balanced production, then?

MR. WEIBERT: Oh, yes, because in the last few years the exporter has lost heavily on the stocks which he has over, at the end of the year.

MR. PETERSON: There is a seasonal fluctuation in price as well as a general, say a five year fluctuation, within a five year range there is an up and down of the prices, I believe it has been shown on the record.

MR. WEIBERT: Yes, it is natural that rosin and turpentine fluctuates, because they are speculative articles in the same way as cotton or wheat. You cannot stabilize a speculative article.

MR. PETERSON: That is probably in the sense of a speculative question. Over a period of years, would you say your company, the Antwerp Company, which is a distributor, I mean the company you are associated with, say in the last ten years, it has made money on the rise of the market, or lost, over the ten year period -- I mean, how many of these years has it been of speculative advantage to have a large stock, or a speculative disadvantage?

MR. WEIBERT: I cannot remember the years, but as a rule the Antwerp operates very conservatively. It tries to make money on a commission basis. That is to say, upon the turn-over of its stock, and it does not speculate, only to a very small extent.

MR. PETERSON: Of course, the mere fact that it must accumulate large stocks in the summer is of necessity ---

MR. WEIBERT: Is of necessity a speculation, but it minimizes the speculative feature of the business to the largest extent.

MR. PETERSON: Then, it would be much to your interest if you could develop it to normal and maintain it.

MR. WEIBERT: Certainly, because we don't want to speculate.

MR. PETERSON: Then, you would be in favor, as a distributor, as well as from your connection with factors, to have as much as possible a

balanced season?

MR. WEIBERT: I would, yes, absolutely.

MR. PETERSON: And any agreement or arrangement that might be made among the groups you felt would be satisfactory to all people in the industry?

MR. WEIBERT: I think so.

MR. PETERSON: Do you feel it would be of advantage if more of the naval stores in the Savannah and Jacksonville ports would go over the market?

MR. WEIBERT: Yes, I think the largest possible quantity to go over the market would be the best.

MR. PETERSON: When you say that do you say that from the point of view of a factor or a distributor?

MR. WEIBERT: From the point of view of both.

MR. PETERSON: And I would ask you this question, from the point of view of a factor. Is it true, from time to time, that the only merchandise that goes over the Savannah or Jacksonville markets might be termed distressed merchandise?

MR. WEIBERT: No.

MR. PETERSON: For instance, on November 9th the Savannah market, the receipts were 329 units of turpentine and 40 were on the market, went over the market. Would you be able to say within an estimate how much of the 239 were also contracted for?

MR. WEIBERT: Well, I don't remember that day's transactions, I should say that probably everything else was sold out privately and held privately.

MR. PETERSON: Then, in effect, the 40 barrels was the only amount free?

MR. WHIBLEY: Free stuff to be offered on the market.

MR. PETERSON: Would you say that that would constitute a free market?

MR. WHIBLEY: Yes, it constitutes a free market, but as I expressed myself ludicrously small.

JULIAN LANGDON, Resumes the stand.

I would like to take up now these last two amendments, and the first on licensing.

The licensing amendment, which we filed last night, is really a new article and reads

"Each Contracting Processor hereby applies for and consents to licensing by the Secretary, pursuant to the Act, subject to terms and conditions not inconsistent with the Agreement, provided such licenses extend to all Processors of gum turpentine and gum rosin and all competing turpentine and rosin."

Now, sir, of course the purpose of this agreement is to balance production with consumption and bring back the prices to the 1909-1914 purity and that, of course, is all clearly incorporated in the act, and while I personally do not question the authority of the Secretary of Agriculture to license all producers and distributors of competing commodities possible without the inclusion of this amendment in the agreement, nevertheless, our own producers--I can express this in another way perhaps -- nevertheless, there is no agreement between the Secretary of Agriculture and the producer to extend to all of the producers of gum turpentine and gum rosin the authority which he has to license all producers under certain conditions, and it

might be construed, as I say, not perhaps by myself, I do not set myself up as an authority on that, but the mere fact it does not appear in the agreement, in the proposed agreement at the present time, has raised the question in quite a number of people, whether or not it would be the intention of the Secretary to license all producers if it did not, if the contracting producers did not consent to the license. I mean by that a majority, a substantial majority of the industry.

So that brings us down to this point,

"Each Contracting Processor hereby applies for and consents to licensing by the Secretary, pursuant to the Act, subject to terms and conditions not inconsistent with this agreement". Up to that point it is lifted bodily from another agreement that the Secretary has signed, and which is effective, and where the Secretary has licensed. But, we have a comma in place of the period and have added in, "Provided such licenses extend to all Processors of gum turpentine and gum rosin and all competing turpentine and rosin."

I have pointed out last Monday that there is a competing commodity, and it would be impossible for this agreement to be effectuated, that the purpose of this agreement would be nullified if those competing commodities, which I expressed at that time as being wood turpentine and wood rosin, as defined in the Naval Stores Act, unless the Secretary decided to include all of that group in that competing commodity within the license, then the effect of this agreement, or rather insofar as it affected the gum turpentine and gum rosin, would be nullified.

And once more, while I personally do not question the right of the Secretary to not only license all of the gum processors, but to extend that license to all of the competing commodities without it appearing in the agree-

ment, nevertheless there are a very large number of the producers who feel that the amendment should appear in the agreement.

That, of course, in itself is what has been called governmental control. On the other hand, it has been objected to.

If, as Mr. Weibert has said -- I don't want to misquote him -- but my understanding was that he believed a balanced production would be good, in the letter which is on file. He says -- "The agreement now under consideration by the authorities in Washington aims at control of production which would be desirable."

If balanced production, and if control of production is necessary, in order to have balanced production then in an effort to be absolutely fair all the way through, and we try to bring out facts where we did not have personal knowledge, I mean, as proponents of this agreement, we try to bring before you facts in relation to our agreement from people who we are quite well aware are not in agreement with the agreement itself -- what we would like to know is why government control would not be a good thing for the industry.

I use the words "government control" in the broad sense as meant by a license.

Mr. Chairman, perhaps Mr. Lurton might be willing to explain why -- "Our belief is that it would be much better for the producer to stay 'as is' insofar as organization is concerned because the less we have to do with government control the better off we will be."

I would be glad to yield to Mr. Lurton to explain that.

THE PRESIDING OFFICER: I think you better proceed with your argument and if he opposes it he can answer you.

MR. LANGNER: Insofar as the licensing amendment is concerned, I

have expressed myself perhaps as fully as I can at this moment.

MR. SESSIONS: Mr. Langner, if the purpose of the agreement be to restore prices to the pre-war period, as set out in the policy on the A.A.A., the question immediately arises as to what possible check there might be toward an excessive rise in prices which would result along several lines, notably a shift in consumptive demand from naval stores to substitute. I wonder, just for my information, and the purposes of the record if you could not extend a little bit on what possible checks there might be against such an excessive rise in prices. Do I make myself quite/clear on that?

MR. LANGNER: Checks by the industry?

MR. SESSIONS: Well, checks from any source, I mean, you attempt here to balance production with consumption, as you say, or rather the amount which is to be marketed for the consumption demand at any given time. Now, obviously, that constitutes fully exercising the leverage on prices. Now, what possible control could be exercised or exerted to keep that leverage from forcing the price up to a point which would result in a shift of consumptive demand from naval stores to competing or substitute commodities.

MR. LANGNER: I am quite sure that Mr. Speh of the Pine Institute, who follows all of the operations of all of the various types of the industry, could give you a very complete answer to that. I think it runs into a very highly technical situation. From the standpoint of the agreement, however, if you will remember first, this control committee is to estimate the consumptive demand. It may make a mistake -- I say it may make a mistake -- there may be a much greater demand than the final allocation. There is an amendment in the record which provided, if I remember rightly, that the Control Committee may increase the allotment to each producer. However, if you

are referring there to the difference, or rather to the removal of the consumer, on account of the high prices, from rosin and turpentine into other competing commodities, and when I am speaking of competing commodities here I am not referring to other turpentines and rosins, I am referring to fats and oils, and as I see it, it enters into a highly technical situation.

The main power, which is given to the control board, and one was assumed that is going to seem at the moment awkward, it is comprised of producers who are going to be quite badly affected themselves by anything they may do as a control board for the industry as a whole -- they have been given that power, and the moment they see this increase, which results by reason of an unduly restricted production, the moment they see that increase they have the authority to increase the allocation of the quantity to be marketed.

MR. SESSIONS: Yes. If I follow you correctly, you say that the balance of production to consumption implies this power in the hands of the control board to increase allocation from time to time, whenever the price begins to get excessive, so that a shift would appear to be eminent, and that the farm resource that they would have in mind would be the ratio between farm commodities, in this instance naval stores, and the commodities for which they are exchanged, the purchasing power of farm commodities with reference to industrial commodities back in the 1909-1914 period ---

MR. LANGNER: That is parity, you are referring to parity?

MR. SESSIONS: Yes, and that would be their norm for those prices.

MR. LANGNER: Yes. Mr. Chairman, do we have permission to add

one additional amendment?

THE PRESIDING OFFICER: You may read it.

MR. LANGNER: (Reading) "The Contracting Processors agree that the Control Committee may, with the approval of the Secretary, set up any organization of gum Processors or consolidate any organization now or hereafter existing in any organization or institution, for the more effective advertising, or production and marketing research, in gum turpentine and gum rosin."

THE PRESIDING OFFICER: The Amendment will be received as Exhibit 32 and will be made a part of the record.

(Same is received in evidence and marked Exhibit 32.)

MR. PETERSON: Mr. Langner, in exception with this crop control and crop balance with consumption, is it the intention, or is it the intendment of the proponents under this code to take up the matter of price fixing?

MR. LANGNER: In the very early stages, when the factors were originally helping to formulate this marketing agreement, away back in July, the question was raised at one of these meetings as to price fixing, and it has never been discussed in a formal way. I am not able to give you all the reasons advanced but it was that price fixing would not solve the problem. It was thought better to allow the commodity to go on the exchange in the very manner now suggested in this agreement, and that is that all the receipts coming into Savannah and Jacksonville be offered on the boards of trade, and it would be a very fair thing for the consumer.

MR. PETERSON: Then your aim is to stabilize the market rather

than to fix it?

MR. LANGNER: Yes. If you will remember, on Monday, also when I presented all these statistics of the industry, I made a statement that the fluctuation: for example, was from $1.23 down to 38 cents, and that was just as bad for the producer as it was for the consumer.

MR. SESSIONS: The purpose, in a general way, of this advertising and research board would be to develop new consumptive channels?

MR. LANGNER: Develop new consumptive channels.

Once more I am afraid I am going to have to call on Mr. Speh. Mr. Speh, I think, knows more about the whole general phases of this industry than any other man I know of. He is from the Pine Institute and he can give you all the phases of the Industry and the desirability of research and advertising.

MR. SESSIONS: I think that would be very desirable. I think it would be desirable to develop for the record the potentialities of the domestic market.

MR. LANGNER: We feel it would be a very valuable adjunct to the industry, and anything which can be done to help increase consumption would, of course, be very valuable to the industry as a whole, and speaking for this committee and I know for a very large number of producers, and while they have been lax in entering into it, they all realize it should have been done.

Mr. Chairman, there are quite a number, two or three of the producers -- I am not a dyed-in-the-wool producer, I am representing them only as an advocate -- who would very much like to express to you their opinion of this agreement and why they want to enter into it.

THE PRESIDING OFFICER: Mr. Newton, as a proponent of the proposed code has a statement to make, but he is unable to make it, and has asked Mr. Langner to read it for him. Mr. Langner has permission to do so at this time.

MR. LANGNER: (Reading Mr. Newton's statement as follows:

"I favor the proposed marketing agreement because:

1. It has as its aim the establishment of a balance between production and consumption, the absence of which to date, as has been clearly demonstrated, has resulted in undesirably wide fluctuations in market prices to the detriment of both consumer and producer.

2. It provides a Committee as a means of carrying out the provisions.

3. This Committee is made up of producers whose interests are identical with those of every other producer.

4. This Committee is elected by producers themselves and its members are taken from the producing states in approximately a number proportionate to that state's volume of production.

5. It provides for a fair and just allocation of production to each producer.

6. Safety valves are provided to act as a check upon actions of the Committee and as a Court of last resort in the event that any producer or, in fact, any one with a direct or indirect interest may desire to appeal.

7. It is to be carried out at a low cost. According to the estimate submitted this will be approximately 15 cents a unit, or on the basis of even the present low price per unit, about one-third of 1% - it is surely a good investment.

8. The cost of administration is equally distributed in proportion to the returns from the agreement. Any surplus of funds collected may be redistributed.

9. It provides the machinery for the necessary cooperative action for future research and advertising for market expansion.

10. It provides a means of conserving our raw material, permitting the perpetuation of the industry. This is in keeping with the Administration's policy of conservation of our natural resources.

11. It promises to make a valuable contribution towards a solution of the problem of our surplus stable agricultural commodities. This was pointed out by one of the witnesses, Mr. Booth.

It is essential that if the industry is to obtain the maximum good during the coming season from this marketing agreement that it be put into effect at the earliest possible moment."

EDGAR DYEL, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Gentlemen, I am in favor of the Marketing Agreement, because we have never been able to get together on any other scheme that balances production with consumption.

We have tried at various times and spent large sums of money, trying to get together in some way to control production, and thereby get better prices, invariably some element in the industry has come forward with some means of blocking these schemes. If it is left to us as individuals, I am firmly of the opinion that nothing will ever be done.

I am sorry to say that there is so much petty jealousy and suspicion, both amongst the operators and the factors, that we will never be able to make any success out of any scheme, unless we have it taken out of our hands and put under government control.

I would be glad to give you an instance in point as to why I do not feel that we will ever be able to control production unless it is taken out of our own hands.

The average operator in the woods has no conception of anything but to produce the units. He thinks that all he has to do is to make a unit of turpentine and that there is a buyer waiting for it. If this same operator can properly secure his factor, he can go to the factor's office and from him secure the money, regardless of the fact whether his timber would be hung or not, and make arrangements to hang new timber.

The factor, in spite of the fact that he knows this piece of timber should not be hung, will advance him the money, because he knows that if he does not his neighboring factor will do it, and in that way we cannot keep the production on the balance.

As to the surplus that this agreement might work out in the fields, I think that Mr. Sessions brought that out in the meeting -- this surplus will not materialize for the individual operator until the last of the season. It is very easy to handle rosin. In the fall of the year it is easy to handle turpentine in wooden casks just the same as it is being handled now for two or three months.

If the allocation of the operator is found to be that he is going to make over his allocation, he can easily carry that in wooden casks at the still through the fall season and the cooler months, because

it will not start to sweat and leak until the spring, and as soon as the year is out, then he is alloted his tags for the next year and he can easily use this turpentine on his new allocation and keep back the fresher turpentine until his surplus is used up.

Mr. Booth yesterday, a gentleman who has been in the turpentine business for twelve months, seems to think we are just on the turn.

I have been in the turpentine business all my life, and it has always been just on the turn, on the future. After Mr. Booth has been in it a few more years he will feel like we need some aid, unless he is a very unusual operator.

The statistical position of naval stores today is not as good as it looks like from the reports of the receipts. There is a large carry-over on turpentine in tanks and in tank cars in the woods that does not show all these board of trade stocks and unless we have a control and limited production we are going to hang an excessive new crop, just the same as we did last winter, and we will be in the same condition next spring that we are in this spring.

THE PRESIDING OFFICER: You are a producer, aren't you?

MR. DYEL: Yes.

THE PRESIDING OFFICER: I am still not clear as to how these barrels are handled and paid for. Where do you get these barrels from?

MR. DYEL: I will answer that question though I don't use barrels. I ship in tanks cars.

THE PRESIDING OFFICER: You know how the operation is carried on?

MR. DYEL: Yes. The operator who is shipping in barrels buys the barrels either from his factor of from some cooperage house. He puts

his turpentine in these barrels and ships it to the port in the barrel.

The factor sells it to the dealer in the barrel. The dealer either sells it in the barrel to some consumer or pumps it into a tank and sells it to the consumer in a tank, whichever way the consumer wishes it.

There is nothing wrong about the barrel part of it; that is nobody gets any big rake-off on the barrel. That is legitimate. There has to be some package or other.

MR. SESSIONS: You referred to the fact that business is just as bad now as it ever was. That is what I understood you to say in substance.

MR. DYEL: Worse.

MR. SESSIONS: I wonder if you could develop along that particular line, citing instances to your knowledge in your particular community, tending to indicate that point that you are making.

MR. DYEL: I am speaking from a personal standpoint.

MR. SESSIONS: You can speak from a personal standpoint and develop that and then, if you feel that you are typical of other operators, you might cite those instances.

MR. DYEL: Mr. Sessions, the big part, the big thing about this naval stores situation today is that turpentine timber is today bringing more, or as much as it ever has, when turpentine was two dollars a gallon.

MR. SESSIONS: I don't understand that.

MR. DYEL: I don't either.

I mentioned about petty jealousy and differences. My neighboring operators and I have no code of fair practice or ethics. It is "get all you can and do the best you can and the devil take the hindmost."

The factor, as long as he is well secured does not care what the operator pays for the timber.

MR. SESSIONS: What do you mean by "Does not care how much the operator pays for the timber"?

MR. DYAL: I mean that he is going to get his next spring, when shipping time comes. If a unit of turpentine is bringing a certain amount, the factor writes his operator that "You cannot draw so much per unit", and if this operator draws more than so much per unit, it is just too bad; the draft comes back as fast as it is sent in. That is legitimate. You cannot blame the factor, but what I am driving at is that with this system of financing we will never be able to control production.

MR. SESSIONS: Just in the interests of clarifying the record on that point. You say the factor is not interested in how much the operator pays for his timber.

MR. DYAL: As long as the factor is well secured.

Mr. Sessions: The security of the factor is one consideration, but the welfare of the producer, first of all, the friendly relationship existing between the factor and the producer would interest him in the well being of the producer in the first place, and the ultimate success of the factor, which is his creditor, would seem to depend on the ultimate success of the producer, his debtor.

MR. DYAL: Yes.

MR. SESSIONS: Then, to tie that up, that situation up, with that remark I don't get your specific point.

MR. DYAL: What I am trying to drive at, Mr. Sessions, is that the operator in the woods has no conception of supply and demand. He

figures that if he can make a unit of turpentine and rosin that there is somebody ready and willing and waiting to buy that unit of turpentine and rosin. All of our interest in the woods and our energy is extended in producing turpentine and rosin.

MR. SESSIONS: Without reference to the other factors which would be quite material?

MR. DYEL: More so. You would be surprised at the amount of money that is expended in the woods in production, and the small amount that is expended on the sales and of the game. The operator hasn't any connection with the sales and of the game. They take it for granted that there is a ready and willing buyer, regardless of how much he makes, and with the credit facilities that I am speaking of, he sees a piece of timber, and he wants it, and he buys it because he can get the backing of the factor to buy it.

I am talking about the average operator that is solvent and can secure his factor, he can get the money to buy that timber, regardless of the fact that that piece of timber should not be cut this season.

MR. PETERSON: When you are making your arrangements with the factor, the average operator, does the factor inquire as to the situation of the lease, how much he is going to pay? Does he go into detail on that with him?

MR. DYEL: I would naturally suppose so. I could not say offhand. Surely they do.

MR. PETERSON: Does your factor?

MR. DYEL: Fortunately I haven't one.

MR. DELAHANTY: Mr. Kayton said yesterday, if I may interrupt, that such was the case, and I believe he mentioned it as one of the elements

in the case involved. Am I right, Mr. Kayton?

MR. KAYTON: I said he considered the possibilities of success around the location in question. Before we take on a man we send one of our traveling representatives to investigate the situation of the territory, and if we do not find that the man has a chance to operate successfully and get sufficient timber at a certain price, reasonable price, we won't advance the money.

MR. SESSIONS: I think it is also a matter of record, that in view of the fact that the factor, as a rule, has to use these notes from producers as collateral with the bank, that that would be an additional inducement to investigate the credit standing of the producer very thoroughly before making the advance.

MR. KAYTON: Very true. I don't think Mr. Dyel shipped through a factor, He is an independent producer.

MR. SESSIONS: Mr. Dyel, I wish you would continue to indicate the various elements in the operation this year which leads you to believe that conditions with reference to your own efforts are worse this year than previously.

MR. DYEL: One of the prime reasons is the high price of timber. That is the main thing. In other words, we are paying a higher price for timber, I might say, than we ever have.

MR. PATTERSON: How do you account for that?

MR. DYEL: I can't tell you, sir. You have two operators in the same section and the timber is getting scarce. This operator wants it and that operator wants it, and this factor wants to handle more stuff than that factor. That works it out. This operator bids against that one and

this factor says, "Well, I need the stuff and I will back you with the money", and he receives it, and this factor says, "I need the stuff" and he backs the operator, and he bids higher, and it is a criss-cross all around.

MR. PETERSON: The basis of your statement is that there is beginning to be a scarcity of available timber.

MR. DYEL: There is. There is absolutely no reason for over-production. Gentlemen, if the petty jealousy of the factors and the independent producers were put to one side, we could solve this thing in fifteen minutes this afternoon without any government control or without any marketing agreement or anything else. Now, get them together.

MR. DELAHANTY: Mr. Dyel, you said, or did I understand you to say, that you favored this agreement, or you favored an agreement.

MR. DYEL: I favor an agreement.

MR. DELAHANTY: I would assume, then, that there are probably objections to the proposed agreement or improvement that you may have in mind.

MR. DYEL: I don't think the agreement is perfect.

MR. DELAHANTY: Without going into that I want to ask some other questions, if you don't mind. Are you located near the location of Mr. Autry, I believe that was the name, who spoke yesterday?

MR. DYEL: Something over one hundred miles from Mr. Autry. I am practically in the same producing territory.

MR. DELAHANTY: The reason I asked that, if I remember, you came up to Mr. Sparhawk and myself, following his statement, and you seemed rather insistent that it ought to be put in the record or made clear in

the record the fact that his production, at the prices that he was putting in, would indicate that the turpentine and rosin was produced under slavery conditions or primarily slavery conditions.

MR. DYEL: That is correct.

MR. DELAHANTY: Just what do you mean by that?

MR. DYEL: I meant that you could not make turpentine for $12 a unit and have any chance of going to Heaven. Going to Heaven, if that will express it fair enough.

I want you to understand one thing, Mr. Autry's $12 a unit cost did not include the cost of barreling and cooperage and such as that. It would add much more to it.

MR. DELAHANTY: He mentioned 65 cents a barrel, that is, he paid for barrels.

DR. VEITCH: That is for rosin barrels.

MR. DYEL: Rosin barrels; straight barrels cost him approximately $3.

MR. DELAHANTY: Is that the usual price 65 cents a barrel? Just as a matter of information.

MR. DYEL: Well, these stave mills, they make these barrels, these stave mill owners went under a code some time back and had to raise the price of their labor, and naturally that automatically raised the prices of their barrels. These staves come in bundles, enough staves in one bundle to make a barrel. They are knocked down, don't you see? They are assembled then at the turpentine still. That is, a bundle of staves is put up and the heads put in at the still. That is not true of the Spirit barrel. These stave manufacturers raised the price in order to keep going. They had to more than double the price of their labor.

MR. DELAHANTY: I assume that is the price since the code went into effect and is prevailing today.

MR. DYEL: I wouldn't say, because I bought mine for the year.

MR. DELAHANTY: Suppose you were elected to this Control Board, it specified in this proposed agreement that nine members shall be elected to this Control Board who are producers. Suppose you are elected to this Control Board by the producers in Georgia, you are located in Georgia?

MR. DYEL: Yes, I am located in Georgia.

MR. DELAHANTY: By the votes of those located in Georgia -- would you feel capable of arriving at the estimate for normal allocation, which you believe would balance production and consumption for the ensuing crop year?

MR. DYEL: Without a lot of study and a lot of time to go back through the past six years, I would not, sir. If I had anything to do with it I would say that the most equitable way to solve this thing would be on the basis of 1933 production. There are some operators operating six years ago that are not operating today, Why put them back in business? If we base it on 1933 production, the man who has increased his production to 1000 barrels this year, if the Control Board finds that we need a 20% reduction, let him be licensed on a basis of 800 barrels, but don't make him throw away a bunch of his stuff that he has put his hard cash money into. This six year plan, if I understand correctly this six year plan was practically conceived by the gentlemen that are opposing this plan now, and then for some cause they pulled out. For the past few years some of the factorage houses have been reducing their production, while at the same time others have not held the operators quite so much. I presume the truth is that the representatives of the factoring houses, that have been curtailing production, figure it would be more equitable for them and their operators to go back to a basis of six years ago. Somebody is going to have to be hurt. There is no way to allocate this thing and control production without somebody having to make some sacrifice, but I really believe the least sacrifice will be entailed by figuring it on a 1933 production, and it would be much simpler. In other words, the operator who is making 1000 barrels now and we know he is going to be cut 20% he could go back home and prepare his winter's work on that basis. If we have to figure it on six years ago, God knows how long it will take the Control Board to figure it out and tell him what to do. If it was based on this year he would automatically know it, that it would not be cut more than ten percent or twenty percent and possibly not any. I think some of us would not have to cut any.

MR. DELAHANTY: It is my understanding that the producer makes arrangements with his factor on or about December first of year for the ensuing crop.

MR. DYEL: Yes.

MR. DELAHANTY: An agreement proposed at this time, unless it went into effect prior to December first would be of little or no value.

MR. DYEL: That is correct, sir. In other words something has got to be done right now to do any good.

There has been a great deal of stress on the hardship that it would entail a land owner to bind them down to nine inch faces.

The gentlemen who are fighting and contending that that is unjust, I happen to know are some of the main ones that are pursuing that course in their operation.

MR. SESSIONS: That is a little bit ambiguous.

MR. DYEL: Those who are telling you it would work undue hardships on the land owner, those are the very ones, because I own a good deal of timber myself, growing timber. I would not consider leasing to any operator and permitting him to cup anything less than nine inches. I leased a tract of land from one of the gentlemen that figured it would work a hardship, slash timber, and it was in his lease to me that nothing should be cupped less than nine inches, and if any land owner expects to derive the full income out of his timber he would certainly not let anyone operate any turpentine in it on any trees less than nine inches.

MR. SESSIONS: One more point that I am anxious for you to develop, and that is, what are the indications among operators of your territory that lead you to believe that conditions this season are worse than they have been. Now, you mentioned one, and that is the continuing the high cost of timber.

MR. DYEL: The continuing high cost of supplies, the increase in price of foods, groceries, and the further fact of the governmental expenditures for relief work. We are going to be compelled to pay all our labor more if we keep them on the turpentine place. You understand we are paying them just as much as we can pay them with the prevailing prices of naval stores and the high price of timber. In order to keep operating we naturally have to get our labor just as cheap as we could, but we cannot continue to retain our labor on our naval stores farms, unless we can pay them more money, because there will be public work going on roads around us that will naturally draw our labor from us.

MR. SESSIONS: You believe it would be impossible, or certainly much more difficult, to continue to operate during this coming season, if you continued to pay labor what you are paying them now?

MR. DYEL: I don't think we can even think of operating on the basis that we have this year.

MR. SESSIONS: You mentioned one reason, because of the competition with public works.

MR. DYEL: Yes, and the increased cost of living.

MR. VEITCH: Because you are going to have to pay more.

MR. DYEL: Going to have to pay more, yes sir, and we should pay more.

MR. SESSIONS: Do you feel it would be impossible to pay more?

MR. DYEL: With the present price of supplies, timber and naval stores, yes.

R. L. BLACK, Gainesville, Florida being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman, and gentlemen, and fellow sufferers.

Mr. Chairman, I would like to vary from the statement that I might make, to make a few remarks.

I want to say, Mr. Chairman, as a producer, I voice the sentiments of every operator and every factor in this building that we want to express to you and to the other gentlemen of the Committee our deep appreciation for the patience and the fair and impartial hearing that you have given us.

I also want to express our appreciation to the committee that went to Washington and brought about this hearing at their own expense and they worked very diligently upon this plan.

Now, Mr. Chairman, and the gentlemen, I am in favor, one hundred percent of this particular plan or something better, for this particular reason:

Before cardinal principles of this plan are these:

Because it is the first time in the history of the naval stores industry, and I have been a producer for some thirty odd years, that the government, the administration, has offered to do something for the producer of naval stores.

2. The Control Committee. I am in favor of that for the simple reason that the Control Committee will be taken from our members and selected by the producer. I believe Mr. Chairman, that you can look into the faces of the personnel of this body and find that they are men of character.

Of course, you can look into faces today that look a little down and out, because they are broke.

3. I am in favor of it on the conservation feature of it, for the simple fact that there is no money in working a tree under nine inches,

four and a half feet from the ground, and to my sad experience, there is no money in putting two boxes on one tree on the class timber that we have to work in Florida today.

Now, the Georgia operator or producer is in a little different condition or position from the Florida operator.

It is a better grade of producing gum than the Florida Timber. In certain parts of Florida we cannot operate, because it is too much heart, and the sap is very scant.

The fourth and last of the plan is this: The control of the licensing of the new producer. I happen to be the owner of fifteen thousand acres of fee simple land thirty miles from here, with something around twenty to thirty boxes on it, and I don't think it would be right on this particular tract to allow me to come in at just as much as I could produce on that tract of land.

Next, because this plan can be settled or terminated by mutual contract, or the President may proclaim that there isn't any National emergency existing in the naval stores industry.

Now, Mr. Chairman, yesterday my very distinguished friend, Mr.Reese stated that his worry and his objection was that 55% of naval stores, gum turpentine and rosin, went to the foreign countries and he was afraid of the foreign countries. Russia, Portugal, Spain and Mexico.

The only way, my other operator friends will agree with me, to produce turpentine is by a nigger and a mule.

Talk about the boom in Russia? You couldn't get a Russian to dip turpentine or to dip boxes. He would want to come to Florida and go into the political game.

To my sad experience, from observation, I operated a place adjoining to a place near Gainesville, Florida, that a man conceived the idea, when labor was in the same condition that it is today, that he would go to China and import a hundred and fifty Chinamen, which he did, to work turpentine with.

Those Chinamen would work until they got to a puddle of water and they would sit down and pull off their shoes and say it is too wet. Whenever they struck a snake in the woods they would quit working.

Now, Mr. Chairman, and gentlemen, in June of this year turpentine was around 39 cents, 40 cents per gallon. Spirit barrels, that a little fellow right below me shipped his stuff in, his turpentine, was $2.30 a barrel. Today, with turpentine selling at 43 cents, that same barrel has gone to $3.00.

Rosin barrels, staves were 40 cents per barrel. Today they are 60 cents. Hoop irons went up 50 cents a coil or roll per hundred pounds.

All the commodities that we use, in connection with our operations, are under the N.R.A., and the labor was the cause of the increase.

We had to advance our price of chipping and pulling from 60 cents a thousand faces to 70 and 75 cents a thousand. Dipping from 40 cents to 55 cents.

That was before the Government, in their wisdom, came along with all this relief work.

Now, in the little county near where my operations are, the Government is spending $150,000 on a ravine that runs to the little city of Palatka. That is all right. I am not criticising the Government.

As Mr. Roosevelt says, we are in the right direction, and we are on our way, but this is going to take the laborer from the turpentine places

and put him there, and I want to tell you, Mr. Chairman and gentlemen, as you well know, that our niggers are almost naked and in dire distress of clothes and shoes. They got plenty to eat as long as the operator can get it from the factor, because a man would be a fool to operate a turpentine place and not feed his niggers; but it is costing the operator -- the cost of production of turpentine is about $12 a unit, with the exception of the barrels and the hoop irons and so forth and the factors will allow a dependent operator, they did allow them $18 per hundred to produce that with and to buy what little luxuries that he had to have himself, and a few weeks ago my factor raised his to $20 per unit, the drawing account.

I want to say, gentlemen, if it had not been for a little outside capital that I had, that I would have suffered.

Now, gentlemen, we are in a rut, the same rut we have been in for the past thirty years, and God knows that if we don't get assistance from the Government, which is the only one capable, in my opinion, of handling this body of men and I believe, gentlemen, that the Government will do everything in their power to help the operator or the producer, so that he may help his niggers.

Gentlemen, I don't want to be sacrilegious, but I believe today, when we are finished our labors and gone across the river and faced old Saint Peter, he should say, "Turpentine men come right in, Brother, you have had your Hell on earth." That is the way I feel about it.

Gentlemen, the opposition that stood here and run a filibuster for a day and a half, they did not offer one constructive thing, in my opinion, why we should not have this plan or something better.

My good friend is a very distinguished gentleman, Mr. Reese. He is a lawyer, gentlemen, he is not a practical turpentine man. I will tell

you that and he told you that 75 percent of the operators were in default, and I believe he can add more to that.

Another good friend, it is on the record, Mr. Kayton, said that the operator was borrowing money cheaper than he was, getting it cheaper.

I cannot quite understand it, to save my life, I pay eight percent interest semi-annually, and if his operators are getting cheaper money, I made a mistake by going to the Consolidated Naval Stores Company, I ought to have gone to Carson.

Gentlemen, I want to plead with this Committee and with these men and I believe if it was left to a secret poll, and the majority of the operators that ship to the opposition were not in a state of peonage, you might say, that the count that you would have would be over ninety percent for this plan, but they are scared to do it.

And if my factor, I am dependent, gentlemen, I owe him money -- and if my factor told me, "R. L. Black, you got to see me before you can sign this agreement" like I understand is the current rumor going around; that one factor put out a letter to his operators, I would tell him to take my little place and go to Hell with it. That is what I would do.

Gentlemen, women and children, both white and black, are suffering today because we haven't gotten a fair price for our commodity.

Now, gentlemen, I appreciate you gentlemen and I know that I varied from the paths of legislative procedure, but if I was a lawyer today and was in court, I would make a motion to the judge, which you are acting as judge and jury, to give us an instructed verdict; to the men who have fought so diligently on these plans.

I wish, gentlemen, that you could go down into the turpentine woods of Florida and see--I wish you would go to my place, and see the condition that those niggers, and with the white families that I have on my place, have to go through with. That with $25 a month to woodsmen, with forty and fifty niggers making from two and a half dollars to four a week, with families of from five to seven nigger children in it -- Now, gentlemen, those are facts, and we need relief and we need it now, and I believe you gentlemen will, and I hope you gentlemen will recommend to the Secretary of Agriculture to sign this plan. I thank you.

MR. SESSIONS: I think, in the first place, with reference to the manner in which--the assertions of Mr. Kayton yesterday, and I think it is already a matter of record, the procedure by which Mr. Kayton made the statement that he was able to get his money more expensively than he was able to pass the credit on to the producer -- I think that is very clear on the record as a matter of fact, and in the second place, I think Mr. Reese in his introductory remarks, stated that he was also a producer, and I understand had been so for some years; insofar as his practical experience is concerned.

There are one or two more points I wish you would clarify for the purposes of the record. You spoke, for instance, of the expense to which you have increased the price for labor during the last season, I believe.

MR. BLACK: No. I said since June.

MR. SESSIONS: Since June?

MR. BLACK: Yes, sir.

MR. SESSIONS: And has that been brought about by competition with these public works projects?

Mr. BLACK: Yes sir.

MR. SESSIONS: Do you feel that you would be in a position to continue at the present prices to labor, if the present price or market price continues?

MR. BLACK: I do not, Mr. Sessions, for this reason:

Every commodity that we use in connection with it has advanced also.

MR. SESSIONS: So you think it is just a limited time, a limited length of time that you could continue to operate on this basis?

MR. BLACK: On this basis.

MR. SESSIONS: Do you think that the conditions of destitution that you have outlined, are fairly typical among the operators in your community?

MR. BLACK: Yes sir, ninety percent, and I might say this, Mr. Sessions, again that ninety percent in my vicinity are in favor of this Marketing Agreement.

MR. SESSIONS: I take it that your particular factor has not wielded any influence whatsoever on you with reference to your standing.

MR. BLACK: Absolutely not, sir.

MR. SESSIONS: I thought that was relevant for the purposes of the record. That is all I have.

MR. DELAHANTY: Mr. Black, you indicated that the prices of commodities that you buy, as well as the higher prices you have to pay for labor at the present time, has been due to the fact that those industries that produce those materials, and those industries that employ the same type labor, are under N.R.A. codes.

MR. BLACK: Yes, sir.

MR. DELAHANTY: Now, is it conceivable, since the prices of all those commodities have gone up, by virtue of an N.R.A. code, that a similar thing

might result insofar as naval stores are concerned, in the event that the naval stores industry were placed under an N.R.A.code?

MR. BLACK: I believe so, and my impression and understanding of the National Industrial Recovery Act, is that any commodity that is produced by labor does not need a marketing agreement and will go under a code.

MR. SESSIONS: I don't think that that particularly follows, Mr. Black.

MR. BLACK: Well, I say, that is my impression.

MR. DELAHANTY: You made a reference to Russia. You discounted the possibility of them being competitive factors in that connection, that is, in production. Yet, years ago we did export appreciable quantities of naval stores to Russia, and it is a surprising fact that in the year 1932, for example, of which I have a copy of that export record from Commerce and Navigation in the United States, there were no exports to Russia from the United States. Furthermore, there have been exports from Russia of those products, indicating on the face of it that they are producing to meet their consumption, with a surplus for export.

The reason I bring that up is because I feel that possibly your statement, if those facts have not been presented to you, might serve to discredit one of the witnesses who has appeared before us previously, indicating that he alone has exported, back in prior years, something like 100,000 barrels of rosin, if I remember the record.

MR. BLACK: In answer to that, sir, I base that statement upon the fact of the Chinese labor that was brought to Florida. I don't doubt that the timber will produce turpentine, I have never been there, but that is what prompted me to make that statement. I don't believe that statistical part of this proposition.

In answer to that, I can make this statement, that I hold no brief against the opponents of this measure, but of course I do not admire their judgment. But a man is entitled to his opinion. I hold no brief at all, sir, and I want the opposition to fully understand that.

MR. DELAHANTY: Do you subscribe to this, Mr. Black -- I understand you to say at least that you subscribe to this agreement fully, or do you have some improvements to this, do you offer anything by way of improvements to it?

MR. BLACK: I don't think it could be improved.

MR. DELAHANTY: There is nothing objectionable in it?

MR. BLACK: Nothing objectionable.

HARLEY LANGDALE, Chairman of the Producers Committee, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

I am Chairman of the Producers Committee, the proponents of this agreement and also a producer.

I would like to say, Mr. Pearson, that my actions in the past, of course, necessarily infer that I am in favor of the agreement.

It has been suggested by some of the proponents in this agreement that it might be advisable, in one or two instances, to change it in minor details, and the Committee has stated that they would be agreeable.

I think the principle of balancing production with consumption is advisable for the turpentine producers in this country this year is about 25% of what it was in 1926. In other words, the American crop was worth approximately $60,000,000 in 1926 or 1926 or 1925 and I understand some of the witnesses here, either yesterday or the day before, that the crops last year was around ten or eleven million dollars.

The turpentine producers have been gradually losing money for the past four years. That is brought about by the very low prices of their commodities.

There are a number of factors that are responsible for production not being balanced with consumption.

The reason that a large number of operators and timber owners heretofore have not appreciated the value of conservation, and it is my opinion that a very substantial percentage of our production is brought about by working timber that is too small from a profitable standpoint. That is the condition that is being improved in a great many operations, with wonderful success.

From our experience, or my experience, it is hardly possible to work timber under nine inches, breast high. Of course, there are exceptions to that rule. Some of them say slash timber may be more productive than any other species.

The operators in my neighborhood are in favor of this agreement, with possibly one or two exceptions.

One of those exceptions was an operator who was against us, who only commenced business about six years ago and has increased his production every year since that time. I understand that he is against our agreement.

However, I find that the producers, generally, are in favor of the full agreement. One of the troubles with our condition is the competition, as Mr. Dyel said, in reference to timber and the manner of financing and the rivalry and competition between the operators.

It is impossible, or it is proven that in the past, that voluntarily among themselves, in a particular neighborhood, that they have been unable to work out satisfactory agreements or arrangements whereby this competition

could be eliminated. Consequently, it is the practice for each producer to produce as much turpentine and rosin as he can, regardless of the probable demand of economic conditions, and has nothing whatever to do with the amount of turpentine and rosin that the average producer tries to make.

I think that if something is not done to balance production with consumption, that it will mean the going out of business of a large number of people that are now in the turpentine business. I believe that is all I have to say. Are there any questions that any of you gentlemen would like to ask?

MR. DELAHANTY: Are you a producer or a factor?

MR. LANGDALE: I am a producer. I have no interest whatever in the factoring business.

M. P. NORTHROP, Fairhope, Alabama, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman, Gentlemen of the Committee. As Mr. Langdale has just said, for the past four years, the naval stores producers have been losing money.

I got out for a short time in 1929, but I continued to attend all of the producers' meetings that were held in my territory, having been in the producing business for a long time, and I was interested, and for this year they tried not to reduce their wages paid to the men. The time came, as naval stores continued to go down, when they had to cut wages and cut the price, until it reached a point, at the beginning of this year, where the labor was very poorly paid. I know of no labor that has suffered for something to eat. They have not had the clothes, possibly, that they should

have had, but they are not paid what they should be. Their living conditions are not what they should be. I think the same can be said of the producer.. That he is dependent entirely upon his production for a living.

I venture to say that the producers and their families and their labor with their families, all of which amount to several hundred thousand persons, maybe half a million, are really suffering for the comforts of life, if not the necessities.

In June commodity prices began to go up, and the producers in my territory, realizing the necessity of paying labor more increased the pay of their labor from thirty to forty percent, thinking that naval stores would follow with other commodity prices, but it failed to go up in proportion, and then the producer began to get interested in doing something.

I was called to a meeting held in Decatur, Alabama, and at that meeting I was selected as one of a committee to a meeting of every producer, and factor, in Jacksonville, to be held at some time early in December; I haven't got the exact date, and at the meeting in Jacksonville I was selected a member of the committee that was to draw up a marketing agreement. Later I was selected a member of the sub-committee that was to take that agreement to Washington and try to get it approved.

Therefore, having gone through the mill with this marketing agreement, I can truthfully say that the members of that committee have spent days and nights laboring over the agreement that we have presented, and to the best of my knowledge and belief, every member of that committee has been honest and fair to the best of their ability and knowledge. It may

not be perfect, but for the committee, I will say that if anyone has any suggestion that looks like it might be better, might be more workable that committee is still ready to give it due consideration, so far as we are concerned.

Therefore, I am in favor of the Marketing Agreement, as presented, because I realize the necessity of balancing production with consumption, and I know of no better way to get that done than by having this marketing agreement approved and put into execution.

I think the Government is ready and willing to help us, if we can show the necessity. Someone made the statement a while ago that this is the first time that the Government had ever offered to help naval stores producers. I want to apologize for that because it is not the first time; the Government has shown the naval stores producers how to take care of their forests; how to conserve them and how to work the timber in a manner that will conserve it and produce more turpentine and rosin for them, and I think that we should be thankful for the effort that the Government has made in that direction.

I would like to urge the gentlemen of the committee to give due consideration to our petition, and if there is any way that we can cooperate or help, I should be glad to do my part. Are there any questions?

MR. SESSIONS: Mr. Northrop, you have referred to the generally disturbed conditions of both the operators and the persons employed by the operators, in turpentine operation.

MR. NORTHROP: Yes, sir.

MR. SESSIONS: Is it your opinion that perhaps an operator of medium size, depending exclusively on turpentine for his returns, is the

class of operator that has suffered most from the current depression, and will continue to suffer most from a period of depression prices?

MR. NORTHROP: Yes sir, if he is dependent entirely on that operation for his livelihood, yes sir.

MR. SESSIONS: That has been referred to before, and distinguished, for instance, from the very small producer, that is, I think "small" was defined as being a certain number of units, and where that operation was carried on as merely an incidental operation along with the farming of other commodities, and where he could supplement his efforts and income by vegetables and income from other staple commodites -- do you care to explain along that line?

MR. NORTHROP: Yes I would. There are so many different types of producers. Now, we in my territory, have very few of that type of producer.

MR. SESSIONS: You mean the small type?

MR. NORTHROP: The very small type that is farming, and in some other way raising crops. We have some of them, but very few. He is raising some other crops and he supplements that with turpentine.

MR. SESSIONS: And that community you speak of is in South and south central Alabama?

MR. NORTHROP: Yes, and then there are operators who have from three to five crops. I have one in mind, particularly, who worked six crops for a number of years, and he had a wagon and he did his own chipping and dipping himself, and he took the wagon and hauled the crude gum to the still himself, and therefore, he had no overhead expense, and he has done fairly well. But when you come to the producer with eight or ten crops, that has to hire a stiller, or maintain a still, and hire woodsmen, he has had a hard road to travel.

Now, I don't know anything about the large producer, not a great deal, because I am a very small producer myself. I only work about twenty crops, and we have very few large producers in our territory. The timber is pretty well worked out.

There is one more thing I would like to say that the majority of the factors and better than ninety percent of the producers in our territory, are in favor of this agreement. They have been very loyal supporters of it.

MR. SESSIONS: What factorage houses are those?

MR. NORTHROP: Taylor, Lowenstein and West Florida Naval Stores Company of Pensacola.

MR. PETERSON: If there should be a marketing agreement, and if it should be necessary at some time to limit production or curtail production, would you be in favor of exempting any group of operators?

MR. NORTHROP: Yes, I would. I don't feel that the producer that produces 100 barrels of spirits per season, or less, should be reduced. That is my candid opinion, because they barely have enough to get a living out of it, even at fair prices, if they are dependent on that entirely.

MR. SESSIONS: Would a producer, producing only 100 barrels a season depend on the sale of turpentine and rosin for his income?

MR. NORTHROP: Some of them do.

MR. SESSIONS: For that small amount?

MR. NORTHROP: Yes, sir.

MR. SESSIONS: How about the producer that supplements his operations with miscellaneous farming?

MR. NORTHROP: Well, he is so small, as a rule, he is from fifteen to twenty-five units a year. I notice in the proxies that I got, that

there were several of them that produced from fifteen to twenty-five units a year, so I don't think it would be fair to the small producer to cut his production.

MR. SPARHAWK: Does such a man do his own stilling?

MR. NORTHROP: No sir, there are some that sell the crude or go to a stiller.

MR. DELAHANTY: I wonder does he come under the agreement at all, that is to say, if he is a producer.

MR. NORTHROP: No.

MR. DELAHANTY: Then the small man would not be under the agreement any way.

MR. SESSIONS: May I answer that question. I think if you took the person as a processor, in your definition under the terms of the agreement, it would naturally oblige the processor, and through the processor and the amount that he would be permitted to make, that might in turn reflect on the producer in that respect. Isn't that right?

MR. DELAHANTY: No, I don't think it is, because it seems to me the licensing applied only to the processor.

MR. NORTHROP: I think so far as production is concerned he would not be allowed to go out and increase that. I would not be in favor of cutting him, but yet I would be in favor of licensing.

MR. DELAHANTY: My point is this, that under your definition you could not license that man because he is a processor. You could not license a processor. Now, suppose you cut the processor's quota by any extent, you do not thereby fix the quota of the individuals from whom the processor buys his material.

MR. NORTHROP: Yes.

Mr. DELAHANTY: The processor must decide how he will allocate his purchases among the small men. In other words, they have no protection. The processor can play one against the other, if he wants to -- We will not assume that he does, but if he wants to he can -- and thereby beat the price down below the market.

MR. NORTHROP: There are many problems that will come up in putting this into active operation. That is one of them. Of course, if the processor is going to be licensed, and he is going to allocate that to the gum producers, just as he sees fit, he might have a friend that he wants to buy from and refuse to buy from another, but I think those details could all be worked out.

MR. DELAHANTY: My point was that it is not worked out as the thing now stands.

MR. NORTHROP: No, sir.

THE PRESIDING OFFICER: Gentlemen, we have a few moments yet before the usual recess time, and I hope you will get together and in some way or another present your arguments here as quickly as possible.

It is my sincere hope to finish this hearing tonight. With your help I can do it. It may continue over until tomorrow, but I hope not. I shall not cut anyone off. If you have something that has not been offered we want it. We want new material. If you have something that has not been offered I hope you will present it.

I just want to make it clear to you that if you can cooperate with us we can get through tonight, but I don't want you to feel that you are cramped and hurried. I am only anxious to clear this thing up. It has run now, I think, for a long enough time to get all of the information necessary.

J. P. TURREGANO, Resumes the stand.

Mr. Chairman, I approve of the agreement as drawn by the Committee, with a possible reservation that might come later.

I have listened here to a good many arguments, pro and con for the agreement for naval stores. It is my opinion that all of the arguments have made up a case for an agreement, but we have gone very far into the conditions which bring about the need of the agreement. I will launch right into that so that I get through as quickly as possible.

No one has told this committee as to the case, or the wages paid the hands. I believe that in my operation in Louisiana that I pay possibly a little better wages than in this section of the country.

For instance, I pay for chipping 80 cents, dipping 45 cents, pulling 75 cents, scraping 45 to 50 cents, decking 20 cents, at the present time 25 cents, and day labor one dollar.

DR. VEITCH: That is decking 20 cents?

MR. TURREGANO: Per charge. A two-put teamster $1; four-put teamster $1.25; truck drivers $1.25 and $1.50, and raking 25 cents a hundred trees.

Now, the lumber men, under the N.R.A., have been placed under a forty hour limit with 24 cents for common labor, which produces a payroll for a common laborer of $9.50.

Now, the laborer on a turpentine plant, the equal of that labor, would receive approximately four times 80 cents or $3.20 per week. The peculiar condition has arisen in one lumber company that I have in mind, where a double cabin was occupied on one side by a flathead getting $9.60 and on the other side by his brother who was working for the turpentine

operator getting $3.20. You can understand what the result was. There was dissatisfaction and that camp had trouble with its labor.

Now, to equalize the payroll of a turpentine operator with the lumber concern that would require a unit price of approximately $65 per unit, or in other words, it would be about 60 cents for turpentine and about $7.50 average for rosin. Now, that is the condition that the turpentine operator is up against.

Another illustration in the way of figures is that in March of this year I contracted for feed at $25.60 per ton. In October I was quoted a price $49.80 per ton.

In March, I was paying approximately $4for flour. Now, its run up to around $8.00. At that time, in March, we were paying 63 cents for chipping, or $2.60 a week for a chipper, because a skillful man can hardly chip more than 4,000 per week. We have men doing different work, and when you look their work over, their work is ragged and not as clean as we want it done. Now, can you imagine anything like that? Every time I go to my camp and look at a ragged form I feel that the appellation of a soulless corporation is one that I am entitled to, and there is no way to remedy that, except for rosin and turpentine to move upwards so that we might increase the pay of these poor devils. They fall sick and cannot get a doctor. They die and we bury them in four pieces of wood.

The living conditions in a turpentine camp are not very good and it would enlighten you gentlemen, while you are here in Florida, if you would pay a visit to a turpentine camp, and inspect it from the cabin to the still. It would enlighten you to see it, and you would understand well why these operators have come here and asked you to relieve them in a way by the acceptance of an agreement of some kind.

THE PRESIDING OFFICER: We have felt that.

MR. TURREGANO: Now, I approve of the agreement in all of its phases, with the possible exception of the allocation. The allocation, as it stands now, might be of benefit to some and to the disadvantage of another. That is manifestly unfair.

My contract, calling for me to do certain things, makes me enjoy an advantage, because I don't believe that any agreement that you gentlemen might accept could abrogate or cancel my contract, or that it would stand up in court, and yet I don't want to enjoy an unfair advantage over my brother operators, and so, in that light I give you a thought, possibly, for a different line of allocation or allocation for the ensuing year.

You gentlemen are going to return to Washington shortly. You have other duties. You cannot possibly get at this for seven or eight weeks. By that time practically ninety percent of the cups in this entire section will have been hung. There is no remedy then and an allotment then would be manifestly unfair to everybody, because they would have gone to a great deal of the winter expense.

Now, this is the thought that I give you, insofar as that section of the agreement is concerned. Allow the operator to hang the number of cups that he has hung for this year. Restrict him, however, to no winter streaking. It does not do his tree any good and he cannot justify winter streaking from an economical standpoint. He cannot make a profit out of it to save his life. Let him drop a streak the second week of June and the first week of September. Let him streak only one streak per week during the period March 1st to October 31st inclusive.

Now, gentlemen of the Committee, I don't know of any industry that has the control of its production within its hands as this industry has.

In that way, by dropping the streaks, you lessen your production and accomplish just exactly what you want to do by the allocation that is now made in the agreement, and besides that, you hold a club over the possibility of foreign competition which, notwithstanding all that has been said about it, is not only apparent but possible, and under those other features of the agreement, if there is a surplus of production, and you hold it on or at the location of the plant you gentlemen know as well as I do or anybody else does, who has anything to do with financial matters, that when you bring anything inside, it is a menace to the market, notwithstanding it might not have a peak for the year, but the fire will see back in the woods ten, fifty or twenty thousand barrels of turpentine lying there, waiting for allocation next year.

Now that possibility is done away with and the threat of foreign competition is done away with because if they say "We will hang when you don't hang and produce when you don't produce, thereby swaying the market." The Secretary of Agriculture can say to the producers of America, "The restriction is off, streak your timber and make turpentine and prevent these men from invading your territory."

I believe, gentlemen, that it can be done that way. That it will be fair to everybody. It will prevent by making too much, it will prevent my taking advantage of my contract which you cannot abrogate and will be fair to all of the operators.

It seems to me that we have taken up three days of your time to decide an issue that should have been decided by the dealers, factors and producers of this section even before you came, so that within twenty-four hours you could have received all of the evidence necessary and gone back to Washington prepared to make up your minds on this subject.

I believe, gentlemen, that is all that I wanted to say to you. I am for this agreement or any other one equally as good.

I am for the allocation if you decide that that is the safest plan. I am for the other one if you decide that way. Under this agreement I can make more turpentine then in my plant than I have given you at the present time. I don't believe that I could add anything more, except to give you an idea as to the conditions in the camps which are deplorable, of course, and everybody could infer that.

Even the opposition told you the producers' children don't have any chance and then they told you the statistical condition of the industry was wonderful.

Well, if a man hasn't got the money to buy shoes, statistics ain't going to buy anything for him. I thank you, gentlemen, for having this opportunity to present this matter to you.

MR. SESSIONS: Do you, yourself, engage in financing any other production?

MR. TURREGANO: No sir, I am what is known as an independent operator. I have tried everything in my line of business from driving a truck on up to the presidency. I can streak and I can pull and I can dip; I can still with the permission of the insurance company. I know the entire line of business, but I don't finance anybody else. I am free of factors and dealers or anyone else. I quote my side of the market, everything on my side, but I don't always sell them, but I hold my stuff and some of them will tell you that. I make up my mind what I want for the product and they either pay it or I will leave it at the plant.

MR. DELAHANTY: You said you would prefer to see good competitive wages paid.

I believe, gentlemen, that is all that I wanted to say to you.

I am for this agreement or any other one equally as good.

I am for the Williamsville if you decide that that is the safest plan.

I am for the other one if you decide that way. Under this agreement I can make more improvements than in my plant when I have given you my best time. I don't believe that I could add anything more, except to give you an idea as to the quantities in the various depots, at present, and everybody could infer that.

Then the operation will run the shortest, unless there's been any change and then they told you the approximate condition of the industry was wonderful.

Well, if I was insane I'd put the money in my above, substitute mix's going to pay carrying for him. I thank you, gentlemen, for having this opportunity to present this matter to you.

MR. [illegible]: Do you, Jerrell, imagine is financing any other proposition?

MR. [illegible]: Oh sir, I am what is known as an independent operator. I have tried everything in my line of business from driving a truck on up to the presidency. I was strong and I was full and I was big; I was still with the peninsula of the Insurance company. I know the entire line of business, but I don't finance anybody else. I am free of factors and dealers or anyone else. I quote my side of the market, everything on my side, but I don't always sell them, but I tell my story and some of them will tell you that. I make up my mind what I want for the product and they either buy it or I will leave it at the plant.

MR. [illegible]: You said you would prefer to see your committee again.

MR. TURREGANO: Yes.

MR. DELAHANTY: And that such wages were conceivable under a unit price of $65.

MR. TURREGANO: Yes.

MR. DELAHANTY: Irrespective of the prices quoted for the turpentine and rosin?

MR. TURREGANO: Yes.

MR. DELAHANTY: And from what you said you would be so willing to pay any competitive wages?

MR. TURREGANO: Yes, sir.

MR. DELAHANTY: What assurance would you have in the absence of a code of fair competition, that the others in the industry would pay such wages, except by virtue of a condition which existed in their respective territory.

MR. TURREGANO: I care nothing about what they would do. If I were getting $65 a unit for my product I would pay wages that the price of the product would justify.

MR. DELAHANTY: In comparison with the prices you are paying at the present time.

MR. TURREGANO: At the present time. I increased the wages of my men on two occasions. In July I increased them 18% and in October 12%. I did that notwithstanding the price did not justify it, but a man could not buy his family a bag of coal or a bag of flour or a piece of meat on the wages he was getting.

MR. DELAHANTY: Mr. Turregano, the rise in prices is a subject to -- there has been so much talk about the balance of production and consumption.

MR. TURREGANO: Yes, sir.

MR. CHAIRMAN: Yes.

MR. SHIPLEY: And that most years more commercials under a unit price of $2.

MR. CHAIRMAN: Yes.

MR. SHIPLEY: Irrespective of the prices quoted for the telephone and travel?

MR. CHAIRMAN: Yes.

MR. SHIPLEY: And then what you said you would be willing to pay new suggestive wages?

MR. CHAIRMAN: Yes, sir.

MR. SHIPLEY: What assurance would you have in the absence of a code of fair competition, that the others in the industry would pay such wages, except by virtue of a condition which existed in their respective territory?

MR. CHAIRMAN: I gave nothing about that they would do. If I were making $25 a unit for my product I would pay wages that the price of the product would justify.

MR. SHIPLEY: In comparison with the prices you are paying at the present time.

MR. CHAIRMAN: At the present time. I increased the wages of my men on two occasions. In July I increased them 10% and in October 15%. I did that notwithstanding the price did not justify it, but a man could pay his family a leg of veal or a leg of lamb or a piece of meat on the wages he was getting.

MR. SHIPLEY: Mr. Chairman, the rise in prices is a matter to -- there have been so much talk about the balance of protection and exemption.

MR. CHAIRMAN: Yes, sir.

MR. DELAHANTY: Now, consumption means money in terms that are paid to the laborer, and the higher the money paid to the laborer, conceivably the higher the consumption and even though it may be said the negro does not paint his cabin, nevertheless the million people or more whom it has been said are dependent on this industry, in passing from time to time, along with the others who might be removed from the scheme of production might result in further consumption of paint and broader consumption of soap, and the rest of those things.

MR. TURREGANO: Yes.

MR. DELAHANTY: Possibly you might see the value of a code for the industry as well, in order to possibly insure greater consumption generally.

MR. TURREGANO: There is no question about that. One matter was introduced by a gentleman here, I think it was Mr. Black. He said something about the N.R.A. It would be an impossibility for this industry to exist under the N.R.A., and they are, indeed, under the Agricultural Act, because it would be an impossibility for the industry to live under a minimum price of $14 a week.

MR. PETERSON: Did I understand you to say that if that was the case, you would pay the minimum price per week if the price of the turpentine units were established at $65?

MR. TURREGANO: If it was jumped to $65, I imagine the streaker could make about $7.50 a week, as against $3.20 at the present time. Now, you can understand that that would balance the salary between the N.R.A. and the turpentine producer, because the darky does not have to pay any house rent, fuel, or anything of that kind. The $9.60 a week must pay house rent at the lumber camp, and he is assessed a medical fee and some other fees so that if a chipper were paid, for illustration, to around $7.50 a week, he would [illegible] earning equal to the $9.60 paid to the lumber laborer.

MR. PETERSON: From the consumer's point of view, do you think the 65 cents would increase or decrease production, or increase or decrease consumption?

MR. TURREGANO: Under the plan that I have given you there, it would be that it would balance consumption with production, because a 60 cent market on turpentine and a $7.50 market on rosin would not be an excessive price and it would continue to be attractive to the consumers at that price.

MR. PETERSON: You don't feel that at that price competing products would come in?

MR. TURREGANO: Not at that price. The competing products would come in, I believe, at a price in excess of that.

(At this point a recess was taken until seven o'clock P.M.)

EVENING SESSION.

THE PRESIDING OFFICER: The hearing will please come to order.

T. J. AYCOCK, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman, and gentlemen of the Committee, members and friends.

I would first like to say a word for the record, as to my experience in the labor situation.

I am an operator. My labor has not suffered and is not suffering any more than the labor in other industries. All the labor suffered, more or less, in the industries. Not only in the south, but in the north, in the middle states, and it is my opinion that labor is suffering no more than in other industries. They have not been without work. You don't find them on the roads thumbing their way like you can find labor from other industries. It is true they are suffering hardships. So are the operators in this line of business and any other lines of business. The turpentine producer, Mr. Chairman, and gentlemen, in my opinion, as a whole has not in the past been prosperous from a strictly operating standpoint, except in abnormal times.

Gentlemen, going back over the naval stores industry, you will find from the records, that the producers purchased original growth timber, and operated, starting in the Carolinas and working into Florida, as the original growth timber disappeared, and earnings from the operators were, in the main, from enhanced values.

The operators would buy land and timber, working the timber for turpentine, during which time the enhanced value of sawmill privileges enabled them to make a profit, and I will say, gentlemen, without success-

THE PRESIDING OFFICER. The hearing will please come to order.

T. J. AYLOR, being duly sworn by Simon Bolivar, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman, this question of the Constitution, whether the fixing of the labor situation.

I would first like to say a word for the record, as to my attendance in the labor situation.

I am an operator. My labor has not suffered and is not suffering any more than the labor in other industries. All the labor suffered, same as labor, in the industries. Not only in the south, but in the north, in the middle states, and it is my opinion that labor is suffering no more than in other industries. They have not been sitting back. You don't find them on the roads thumbing their way like you see find labor from other industries. It is true they are suffering hardships. So are the employers in this line of business and any other lines of business. The temperature producer, Mr. Chairman, and gentlemen, in my opinion, as a whole has not in the past been prosperous from a strictly operating standpoint, except in abnormal times.

Gentlemen, going back over the naval stores industry, you will find from the records, that the producers purchased original timber, and operated, starting in the Carolinas and working into Florida, as the original growth timber disappeared, and working from the extreme west in the main, from untapped values.

The operator would buy land and timber, making the timber for turpentine, during which time the advanced value of naval privileges enabled them to make a profit, and I will say, gentlemen, without success-

ful contradiction, that in the main that accounts for most of the prosperity in the naval stores industry, except, as I have said before, in abnormal times.

As you gentlemen know, you operators know, and I would like the members of this Committee to know, the original growth timber is practically exhausted. Therefore, the turpentine operator is dependent upon the profits from the operation of turpentine and not from enhanced values. Therefore, without these enhanced values, the future of the operator, as to prosperity, depends upon his ability to produce turpentine and rosin at a less price than he sells it for. In order to do so, gentlemen, in my opinion, it is necessary to balance production with consumption, and in addition to the marketing facilities of the product that he produces.

This agreement that is presented and that we have been listening to the arguments for and against for the last several days, is an attempt to balance production with consumption, and while it is not a "cure-all" in my opinion, it is a long step in the right direction for the benefit of all concerned, not only the producer, but the factor and the distributor.

Therefore, Mr. Chairman, and gentlemen, I am heartily in favor of this movement. I am also glad to note the amendment that was offered this afternoon, which also refers to the markets at Jacksonville and Savannah. I think that is a step in the right direction.

If I might digress, Mr. Chairman, just a little, and I won't take up much of your time, for your information, and the members of these conferences, I am operating for turpentine the timber head of two of the largest saw mills in the southeast. Brooks-Scanlon Corporation and the Putnam Lumber Company.

Therefore, I am very close to the heads of these two large concerns. The President of the Putnam Lumber Company is the chairman of

the Production Control Committee of the lumber industry, that is southern pine and cypress. I took the liberty of endeavoring to get him to come in tonight to say a few words in reference to his experience in regard to the control and production of pine and cypress in the south. He asked me to please excuse him and to say to you gentlemen that he would be pleased to come, but he was practically worn out. He has had two large meetings this week. He has been on the go, night and day, from Washington to New Orleans, and back here, for the last three months.

During the progress of negotiations over the lumber code, I was in constant touch with the situation through these two gentlemen and for several weeks Mr. Hashill's opinion was that it would be impossible to work the situation out. In other words, he said to me, "I am working as hard as I can to reach an agreement, but it can't be done." And it is only within the last thirty days that he has changed. He now says it not only can be done, but it is a God send to the sawmill operators, and he gave me permission tonight to say to you that, in his opinion, that the sawmill operators today in the south are far better off than they would have been if they would have been allowed to do as they desired to do, that is, not come under any code of fair practices or be in any way hampered in their operations. He made the statement to me that it is now his opinion that if they were not working under a restricted production, that the output of the sawmills would have been such that the lumber could not be sold and it was only a question of a short time and they would shut down entirely.

At the present time, gentlemen, these sawmills are working five days a week and eight hours a day. He has stated to me that he is fearful that the running time will be cut to thirty hours a week before it is over,

but he is not sure of that, and he feels that thirty hours a week, with a fair return to the operator, and to the labor is far better than a glutted market and a shut-down sawmill.

I feel, Mr. Chairman, that with that information coming before these gentlemen, in reference to this situation, would be enlightening and would be appreciated, and would help them to make up their minds somewhat as to the advisability of taking the step that we are contemplating at this time. It is my understanding, Mr. Chairman, from the agreement that we are offering, which has been changed several times, and we haven't had time to entirely study every amendment, that with a vote of seventy-five percent of the signers of the agreement, that features of the agreement can be changed. I think that is very wise because, as you know, it is almost impossible to write out an agreement of this kind covering features that will work entirely satisfactory in a way that the makers feel that the amendment should be worked out. I refer, gentlemen, to some of the points that I think should be considered, as time goes on, with reference to this arrangement.

Referring to the condition of the operators, and what they are suffering from, it has been clearly shown to this committee, and by the record, that the over-production has been one of their biggest troubles. Their production has been set each year not with regard to consumption, not with any consideration of consumption, but in the main by the amount of money that the producer can get to produce. This agreement seeks to change that situation, and, in my opinion, as I have said before, as a step, and a long step, in the right direction.

The change of the market, in Jacksonville and Savannah, is another step in the right direction, as it is clearly my opinion that the market

at Jacksonville and Savannah has been met most of the time with surplus, because as the witness said, the situation that has grown up in the offering of turpentine and rosin, that is, selling above and after the market, only a very small percentage of the crop has made the price for the entire crop.

MR. PEARSON: Now, Mr. Aycock, if you can sum up in a few words your position upon the situation, will you do it in a few words?

MR. AYCOCK: Yes sir, I will be through in just a moment, if you will bear with me, Mr. Chairman.

I am entirely in accord with that, and I would like to say that with reference to the contracts which are made on interior concentration points, that as soon as practical this Committee should discontinue the making of contracts at concentration points based at lower than the port market.

I am against that on account of the economic situation. A contract made on turpentine and rosin at Valdosta, Georgia, the rosin selling on contract of 25% less than the market when the Valdosta rates to the consuming points are as low as the Jacksonville rate, would clearly show that the selling of those goods in the market is detrimental to the market as a whole. I bring that point out, Mr. Chairman, in the belief that my position may be recorded at this hearing. Thank you, and if there are any questions, I will be glad to answer them.

MR. SESSIONS: Mr. Aycock, I am not sure that I understood your statement there with reference to contracts in the closed port area. Did I understand you to say, or make some reference to contracts which are 75% off?

MR. AYCOCK: Twenty-five cents off the market.

MR. SESSIONS: Twenty-five cents per unit?

MR. AYCOCK: Twenty-five cents per barrel of rosin.

MR. SESSIONS: Off?

MR. AYCOCK: Off the market at interior concentration points.

MR. SESSIONS: Is that the frequent percentage off?

MR. AYCOCK: That has been done in recent years.

MR. SESSIONS: Can you state any particular time when that was the custom, when that was the day-to-day custom?

MR. AYCOCK: That has only been done since the concentration point started in the interior, within the last two or three years.

MR. SESSIONS: Has the differential been as much as 25 cents in the last three or four months?

MR. AYCOCK: It is 25 cents presently. I haven't seen the contracts, but that is common knowledge.

MR. SESSIONS: Are your operations solely confined to producing?

MR. AYCOCK: Absolutely.

MR. SESSIONS: You have no connections with the naval stores industry other than that?

MR. AYCOCK: Other than producing.

MR. DELAHANTY: You mentioned that you were in favor of a market, an open market so to speak, at Savannah and Jacksonville. Would that be a hardship to operators who are in West Florida, Alabama, Mississippi, Texas and Louisiana, for example?

MR. AYCOCK: I think they would get more money for the products if we had one open market and sold all the rosin and turpentine off of that market.

MR. DELAHANTY: If you had only one open market?

MR. AYCOCK: One open market.

MR. ATKINS: Twenty-five cents per barrel of fuel.

MR. [illegible]: Cut?

MR. ATKINS: Cut the number of laborer construction gangs.

MR. CHRISTIAN: Is that the cheapest percentage cut?

MR. ATKINS: That has been done in recent years.

MR. [illegible]: Can you state any particular time when that was the

custom, when that was the day-to-day custom?

MR. ATKINS: That has only been done since the construction point

started in the interior, within the last two or three years.

MR. [illegible]: Has the differential been as much as 25 cents in the

last three or four months?

MR. ATKINS: It is 50 cents presently. I haven't seen the statistics,

but that is common knowledge.

MR. [illegible]: Are your operations solely confined to producing?

MR. ATKINS: Absolutely.

MR. CHRISTIAN: You have no connections with the naval storage industry

other than that?

MR. ATKINS: Other than producing.

MR. [illegible]: You mentioned that you were in favor of a return, so

many months as to exempt, at Savannah and Jacksonville. Would that be a lati-

tude similar to exempts who are in Deep Creek, Alabama, Mississippi, Texas and

Louisiana, for example?

MR. ATKINS: I think they would get more money for the products

if we had one open market and sold all the trade and territories all of this

market.

MR. [illegible]: If you had only one open market?

MR. ATKINS: One open market.

H. M. WILSON resumes the stand.

I am a member of the Producer's Committee and Vice President of the Turpentine Rosin Factors, Inc., a factorage company.

Mr. Chairman, occupying the position as I do, of a producer and of a factor, it is rather difficult for me to take a decided position on one side or the other, for two reasons, one is because of my two interests and the other because I cannot see much difference between the factor's interest in the producer and the producer's interest in his own interest. I have made that statement a number of times, and I reiterate it here, that it seems to me that the factor's interest and the producer's interest are indissolubly linked. I wish to state it again at this time. I am in favor of the agreement, substantially as it has been presented by the Committee, naturally being one of the Committee, as a producer. I am in favor of it as a factor for the same reasons because I think it will help the condition of the producer.

For the sake of brevity, I want to refer, if I may, to the statement which I think was read into the record, prepared by Mr. Newton, and which was read here this afternoon. Was that put into the record?

THE PRESIDING OFFICER: Yes, sir.

MR. WILSON: I did not see that statement before it was prepared, but I gave very close attention to it, and I want to subscribe to all of the statements he made in that statement, and for the record, subscribe to it myself individually.

Because of my dual representation, possibly, and if it is pertinent to this hearing, I would like to give a brief resume, if I may, of my connection with the whole matter from the beginning, if you consider it pertinent. I mean to show by that, that all the factors, practically all

of the factors, were in favor of some plan of control of production up to a certain point and while they may still be in favor of a plan of adjusted production, we have split on the mechanics, if you might call it that, of an agreement.

THE PRESIDING OFFICER: I have my doubts whether that would add anything much to it. The factors, perhaps, can speak better for themselves.

MR. WILSON: They have spoken, Mr. Chairman, some of them, whom I expected to bring in something against the agreement, and they have spoken against control of production up to a certain time. It would probably take me five or ten minutes to give a brief history of the situation. If it is not pertinent I don't want to take the time of the Committee or the audience.

THE PRESIDING OFFICER: It is not quite so much the time, but I cannot see how it will benefit anyone here. Of course, they have a right to change their mind and if they have done so I don't see that it will lend any particular information to us. I don't see how it could.

MR. WILSON: You are the judge, Mr. Chairman, and I don't want to take the time of the Committee or of this audience by injecting anything that would not be pertinent to the matter in hand.

THE PRESIDING OFFICER: I doubt if it would be of particular advantage to us.

MR. WILSON: Very well, sir, I shall refrain from putting it in, and I don't know of anything further that I can say, except as of a factor of eighteen years of experience, and as a producer of twenty-nine years of experience, and having tried different forms of control of production, which have not succeeded, on account of not having sufficient or sufficient methods for making it effective, which have always failed, I seized upon an opportunity, which I felt was presented to us by the Administration through the A.A.A. to make effective an adjustment of production, which we never had before, and

I think this agreement will give it to us, both as producer and factor.

I don't believe that there is anything I want to add in this if you say that the other matters which I have mentioned would not be pertinent, and possibly they will not, except that as a member of the Committee which read into the record a resolution yesterday, in which they stated that the Committee would be willing to consider other forms of allocation than that written in the agreement, I want to particularly subscribe to that.

It is entirely possible that a six year basis for allocation might not be equitable. It is entirely possible, in fact in my opinion, a one year would not be equitable, but if there can be a more nearly equitable plan of allocation presented than the six year plan presented in the agreement, most assuredly I, as a member of the Committee, and I am sure as an officer of the factors' company which I represent, would be more than glad to consider it and adopt it if it can be so proven.

MR. DELAHANTY: Mr. Wilson, can you furnish the Committee authenticated price figures in detail as to the articles purchased by a turpentine processor for the past year or two, and competitive price figures for the base period, 1909-1914, referred to in the agreement?

MR. WILSON: They would be authentic as far back as 1915, when I became interested in the factorage business, and became a distributor of those commodities. I could not go back beyond 1915 and get a price out of my own experience, which would give you the information requested.

MR. DELAHANTY: Is there anybody among these proponents, I am speaking to you merely as a representative of that committee under the circumstances, that could furnish those figures for the guidance of the Committee?

MR. WILSON: I am very sure that they could.

MR. DELAHANTY: Would you take on the obligation?

MR. WILSON: If you give me the question again.

MR. DELAHANTY: Can you furnish authenticated price figures, in detail, as to the articles purchased by a turpentine processor for the past year or two, and comparative price figures for the base period, 1909 to 1914? I may say that that is merely in reality a re-statement of Article I, Section A, of the proposed Marketing Agreement.

MR. WILSON: And compare it to the base period of when?

MR. DELAHANTY: 1904 to 1919.

MR. WILSON: Yes sir, I can get them.

MR. DELAHANTY: Similar cost figures as to the cost involved in every turpentine operation, such as chipping, dipping, and the rest of the terms which are usual in a turpentine operation.

MR. WILSON: I think I can give you those, yes sir, similar cost figures on labor.

MR. DELAHANTY: Labor, in terms of chipping, dipping, pulling, scraping, decking.

MR. WILSON: What is decking?

MR. DELAHANTY: That, I understand, is your deck man.

MR. WILSON: Oh, yes, I heard that this afternoon. That goes in stilling, from what I understand.

MR. DELAHANTY: Yes. Teamsters, trucking.

MR. WILSON: They did no trucking in those days.

MR. DELAHANTY: O.K. You simply state that, raking and repairs.

MR. WILSON: Yes, sir.

MR. DELAHANTY: Question No. 5. I would like to get some idea as to the price it was paid for, price and terms incident in connection with leasing during those periods and taxes during those periods.

MR. WILSON: The tax business is rather a large proposition, because it is hard to -- taxes will be hard to convert into terms of cost to the producer. However, I can give you a general figure on real estate taxes.

MR. DELAHANTY: Now, the fourth question is this: It might be termed a summary question. It was indicated in the record, that costs, which are a very indefinite thing, were indicated as having gone up a certain percentage recently, let us say, by virtue of codes or otherwise, but what would be really an enlightenment to the Committee is some type of summary which would indicate such factors of what labor means in the process of production, what leases mean in the process of production, what taxes mean in the process of production, what articles purchased for your turpentine operations mean in the process of production, and such other factors, in other words, that are a part of your turpentine operation.

MR. WILSON: Separately?

MR. DELAHANTY: Well, some sort of a summing up, you might say, in percentages, and its estimation in the base period, and as currently as you can give it. I may say in that connection, the United States Forest Service has made surveys with which you are doubtless familiar, with reference to these operations in certain counties of Georgia and Florida. They have a form there which lists out these factors, cost factors. Now, for comparative purposes, since they are more or less recognized by the Government as a standard form to be followed, that might be of value to you in that connection, and if you wanted such publication for reference, I am sure the Forest Service would be glad to furnish a copy of that publication for your guidance. I merely mentioned that to you because it would be a guiding factor to you.

MR. WILSON: That is quite an order, but I will do my best.

MR. SESSIONS: Mr. Wilson, you are connected, as I understand it, with the Turpentine, Rosin Factors, Inc.

MR. WILSON: Yes, sir.

MR. SESSIONS: Are you connected with any other phase of the naval stores industry?

MR. WILSON: As a producer, yes.

MR. SESSIONS: I mean any other, other than you have mentioned?

MR. WILSON: No, none.

MR. SESSIONS: You have no connection with any distributor?

MR. WILSON: No, none.

MR. SESSIONS: You have no connection with any other dealer?

MR. WILSON: It is my unfortunate position to be chairman of a refinancing and reconstruction committee of the Gum Turpentine Marketing Association, which has in its possession a stock of turpentine and rosin held for its members and to that extent I might be classed as a dealer, although we do not sell it ourselves. We have a contract with the Columbia Naval Stores Company for the sale of those stocks.

MR. SESSIONS: And so far as that particular transaction is concerned you would function, perhaps, as a dealer or distributor?

MR. WILSON: I don't believe that I would, because we pass that on to the Columbia.

MR. SESSIONS: I see, you are just an intermediate step between the stocks on hand and the Columbia Naval Stores Company, which is itself a distributor.

MR. WILSON: Yes.

MR. SESSIONS: May I ask whether or not the Turpentine and Rosin Factors, Inc., at any time prior to this hearing wrote any letters of any kind to its producers?

MR. WILSON: Yes.

MR. SESSIONS: Have you submitted any of the letters of that sort for the purposes of the record?

MR. WILSON: No sir, but I will be glad to, I have them. Shall I read them or just place them into the record?

MR. SESSIONS: Well, you might read one or two, if you don't mind.

MR. WILSON: I think two is all I have. During the operation of the factor's committee, which was engaged in working out or trying to work out some basis of cooperation under the Agricultural Adjustment Act, we sent out one or two letters, copies of which I have not with me, but which were sent out by a factor's committee, simply a notice to the producers that we were trying to keep in touch with the situation and would from time to time advise our producers of developments, as they occurred. I have not copies of those letters, but that was the substance of them.

I have here a copy of a letter sent out by us under date of October 25, 1933, together with a copy of a catechism of questions and answers, in connection with the agreement, which we sent out on that day to our producers, and later a letter of November sixteenth, which we sent out, after we had received word of the definite state of the hearing.

MR. SESSIONS: Would you mind reading that last letter.

MR. WILSON: The last letter, yes sir.

"November 16th, 1933. TO ALL CUSTOMERS: This is to inform you that official notice has been received from the United States Secretary of Agriculture, advising that he has called a general hearing to be held Monday, November 20th, at 9:30 A. M., Mayflower Hotel, Jacksonville, Florida, for the purpose of considering a proposed Marketing Agreement for the Naval Stores industry.

Believing that the agreement to be discussed at this meeting is of vital importance to the turpentine industry we feel that all producers should be present, Very respectfully yours, TURPENTINE & ROSIN FACTORS, INC."

MR. SESSIONS: Can you summarize the contents, briefly, just, of the other letters, if you don't mind.

MR. WILSON: I think possibly I can read it quicker than I can summarize it.

After about two and a half weeks spent in Washington, as a member of the Producer's Committee, and having what we thought at that time was an agreement which would be approved by the Administration, I returned to Jacksonville, for the reason that we did not go along the line of a voluntary agreement with the gum producers of the wood turpentine and rosin producers, who made no further effort toward securing or rather enlightening our producers and other producers as to the situation as it had developed up to that time. However, after returning to Jacksonville and finding that--I think I left Washington on Saturday morning, I don't remember the date, because my dates have been all mixed up, I have been trying to do so many things, I mean, I got back to Jacksonville on Sunday and was called Tuesday afternoon about four o'clock, the following Tuesday afternoon by phone, stating that the wood people had been summoned too or had been asked, rather, to come to Washington for a full conference with the gentleman in charge of our agreement, and I was asked at that time to return there, as a member of the Producer's Committee, which I did. That was on Tuesday when I first returned, and after going up there again and remaining in conference all day with the wood people and the committee, we finally found that some of the wood producers, woods turpentining and rosin producers, decided that they would not accept a voluntary allocation. So, after returning, then we felt

believing that the statement is misleading in this meeting is of vital importance to the Democratic Country so that each all precincts should be present, Many thanks personally yours, CHAIRMAN C. Edwin Taylor, Inc."

MR. CHAIRMAN: Can you remember the country, Delaware, Jack, of the other letters, if you don't mind.

MR. WILSON: I think possibly I can read it without them I can remember it.

After about two and a half weeks spent in Washington, as a member of the Producer's Committee, and having what we thought at that time was an agreement which would be approved by the Administration, I returned to Jacksonville, for the reason that we did not do along the line or a voluntary agreement with the Gas Producers of the good Corporation and rough producers, who made to further effort toward securing an entire relinquishment of their gas properties as to the allowable as it had developed up to that time. However, after returning to Jacksonville and fighting hard--I think I left Washington on Saturday morning, I don't remember the date, however my dates have been all mixed up, I have been trying to do as many things, I mean, I got back to Jacksonville to Monday and was called Tuesday afternoon about four o'clock, the National Tuesday afternoon by phone, stating that the good people had been mistaken but we had been Lucky, rather, to come to Washington for a full conference with the Committee in charge of our agreement, and I was asked at that time to return there, as a member of the Producer's Committee, which I did. That was on Tuesday when I flew to--, and after being up there again and remaining in conference all day with the good people and the committee, we finally found some of the good producers, would relinquish and their producers, decided that they would not accept a voluntary allocation. So, after returning, then we felt

that in order to make as good a showing for the gum producers as possible, in order to have a majority that we felt necessary of the total production of the gum and wood, we sent out this letter dated October 25th. This particular one here is addressed to one of our customers.

"Howard Brothers, Orange Park, Florida: "Gentlemen: Referring to the marketing agreement being set up for the turpentine industry with the Agricultural Adjustment Administration, we feel that it will be wise, in order that the Wood Turpentine and Rosin Production be prorated on the same basis as the Gum Turpentine and Rosin Production, that the Gum Industry be able to show as large a majority favoring the agreement as possible by the time the public hearing is held. This we hope will be set for sometime during the coming week.

We enclose a catechism of questions and answers which, if you are not fully familiar with the agreement, will give you, we trust, an idea of its operations, and if you favor an adjustment of production, which is in fact the Federal Government's plan for raising prices of agricultural products, including turpentine and rosin, we suggest that you sign the enclosed statement and send to us by return mail so that your production may be listed as favoring the agreement.

We have inserted the number of barrels you produced during 1932 taken from our records. If this is not correct, will you please change same to the correct number of barrels of turpentine you produced during 1932. Yours very truly, TURPENTINE & ROSIN FACTORS, INC. J.H. Pace, President."

This is the letter and catechism of questions and answers. I don't think it is necessary to go over them, but if you like I will, but they were changed in one particular, because the latest agreement we had at that time provided for the appointment of a control committee by the secretary. Later that was changed in the agreement to provide for the election of a control committee by the producers themselves.

MR. SESSIONS: That catechism, as you call it, is merely informative as to the provisions of the agreement.

MR. WILSON: Yes. May I just read one question and answer taken from any place?

MR. SESSIONS: Surely.

MR. WILSON: That is No. 6, "Q. Will the situation correct itself?" Answer: No. It has not done so in the past and can only tend to a correction through suffering and heavy losses. Secretary Wallace cautions against continuing such a program in connection with farm products." That is the question and answer to No. 6.

I may say, however, that the committee, not the Turpentine and Rosin Factors, but the committee, the producer's committee, after getting the final draft of the agreement, and a date for the hearing, revised this in one or two particulars to conform to the last agreement, together with a notice of the hearing, and sent it out to every producer, of which we had any record. About 1400 of them, between fourteen and fifteen hundred, but it did not go out under the turpentine and rosin factor's name.

MR. SESSIONS: Was that particular letter circularized among turpentine and rosin factors' customers?

MR. WILSON: This one (indicating)?

MR. SESSIONS: Yes.

MR. WILSON: To those who had not already signified their approval of the agreement and the principles of the agreement presented by us.

MR. SESSIONS: Was the Turpentine and Rosin Factorage house as such contacting its customers to any extent in addition to that particular form?

MR. WILSON: Not at all. Naturally we had questions asked as producers came into my office. I answered them to the best of my ability,

MR. JENKINS: That assumption, as you well it, is merely inference-

ing as to the precision of the agreement.

MR. WILSON: Yes. May I just read the question and answer below

from my piece?

MR. CHRISTIAN: Surely.

MR. WILSON: That is No. 6, "3. Will the situation governed itself"

Answer: No. It has not been so in the past and can only need to a mat-

ter through suffering and heavy losses. Secretary Wallace explains

matters continuing much a process in connection with free products." That

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final draft of the agreement, and a case for the meeting, revised this in

one or two particulars to conform to the last agreement, together with a

notice of the meeting, and sent it out to every producer, of which we had

any record. About 1200 of them, between fourteen and fifteen hundred, but

it did not go out under the Department and really Proctor's name.

MR. ERSKINE: Was that particular letter circulated among tar-

pentine and resin farmers returned?

MR. WILSON: This one (indicating)?

MR. ERSKINE: Yes.

MR. WILSON: To those who had already signified their approval

of the agreement and the principles of the agreement prepared by us.

MR. CHRISTIAN: Was the Turpentine and Resin Factorys house on ends

containing its assistance to any extent in addition to that particular part

MR. WILSON: Not at all. Entirely as had questions called on

anywhere away into my office. I answered them to the best of my ability,

but I made no further circularization, no further letters and no instructions to our traveling representatives at all; no circularizing of our customers, except as they dropped in for personal talks.

THE PRESIDING OFFICER: These letters, together with the questions, will be received as Exhibit 33 and made a part of the record.

(Same are received in evidence, marked Exhibit 33 and read as follow:)

"TO ALL CUSTOMERS: This is to inform you that official notice has been received from the United States Secretary of Agriculture, advising that he has called a general meeting to be held Monday, November 20th, at 9:30 A.M., Mayflower Hotel, Jacksonville, Florida, for the purpose of considering a proposed Marketing Agreement for the Naval Stores industry.

Believing that the agreement to be discussed at this meeting is of vital importance to the turpentine industry we feel that all producers should be present. Very respectfully, TURPENTINE & ROSIN FACTORS, INC. November 16th, 1933."

"HOWARD BROTHERS, ORANGE PARK, FLORIDA: Gentlemen: Referring to the Marketing Agreement being set up for the turpentine industry with the Agricultural Adjustment Administration, we feel that it will be wise, in order that the Wood Turpentine and Rosin Production be prorated on the same basis as the Gum Turpentine and Rosin Production, that the Gum Industry be able to show aslarge a majority favoring the agreement as possible by the time the public hearing is held. This we hope will be set for sometime during the coming week.

We enclose a catechism of questions and answers which, if you are not fully familiar with the agreement, will give you, we trust, an idea of its operations, and if you favor an adjustment of production, which is in fact the Federal Government's plan for raising prices of agricultural

products, including turpentine and rosin, we suggest that you sign the enclosed statement and send to us by return mail so that your production may be listed as favoring the agreement.

We have inserted the number of barrels you produced during 1932 taken from our records. If this is not correct, will you please change same to the correct number of barrels of turpentine you produced during 1932. Yours very truly, TURPENTINE & ROSIN FACTORS, INC., by J. H. Pace, President.

CATECHISM OF THE TURPENTINE & ROSIN
MARKETING AGREEMENT

Q. What is the purpose of the Agricultural Adjustment Act?

A. The Act says: "Sec. 2. It is hereby declared to be the policy of Congress- (1) to establish and maintain such balance between the production and consumption of agricultural commodities, and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give you agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period. The base period in the case of all agricultural commodities except tobacco shall be the prewar period, August 1909-July 1914."

Q. What was the market price per unit of turpentine for this period?

A. $61.65 (equivalent price per unit today would be higher due to decreased purchasing value of dollar.)

Q. How does the present condition of the producer of gum turpentine and gum rosin compare with his condition for the period 1909-14?

A. Current price is about two-thirds of average of 1909-14 price with present cost of production higher.

4. Q. Is the producer of gum turpentine and gum rosin entitled to the benefits of this Act?

A. Yes, when the need is proven to the satisfaction of the Secretary of Agriculture.

5. Q. Does this act afford him an opportunity to remedy this condition?

A. Yes, by balancing production with consumption, thereby decreasing market depressing surpluses.

6. Q. Will the situation correct itself?

A. No. It has not done so in the past and can only tend to a correction through suffering and heavy losses. Secretary Wallace cautions against continuing such a program in connection with farm products.

7. Q. How will the marketing agreement be administered?

A. Through a Control Committee of 11 producers appointed by the Secretary of Agriculture upon the recommendation of the Industry.

8. Q. What will be the basis of the selection of the Control Committee?

A. Representation of each section of the belt and of both large and small producers.

9. Q. What are the duties of the Control Committee?

A. To each year make a survey of stocks and conditions to determine as nearly as possible the proper amount of turpentine and rosin to be marketed during the coming year; to equitably assign to each producer his allotment and to hear grievances.

10. Q. Who will select the Co-ordinator?

A. The Secretary of Agriculture, but the Co-ordinator will not be a producer.

11. Q. Does the marketing agreement regulate the amount of turpentine and rosin a producer may make?

A. No, it does however determine the amount he may market each year.

4. Q. Is the produce of one Township and one month entitled to the benefits of this Act?

A. Yes, when the card is proven to the satisfaction of the Secretary of Agriculture.

5. Q. Does this a cash effect him as opportunity to remedy this condition?

A. Yes, by planting production with reasonable, diligently determined market depressing methods.

6. Q. Will the statutes control itself?

A. No. It has not done so in the past and necessarily tend to a restriction through suffering and heavy losses. Secretary Wallace contemplated continuing such a program in connection with farm products.

7. Q. How will the marketing agreement be administered?

A. Through a Control Committee of 11 producers appointed by the Secretary of Agriculture upon the recommendation of the Industry.

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A. Representation of each section of the part and of both large and small producers.

9. Q. What are the duties of the Control Committee?

A. To each year make a survey of stocks and conditions to determine as nearly as possible the proper amount of importation and trade to be marketed during the coming year; to equitably assign to each producer his allotments and to hear grievances.

10. Q. Who will select the Co-ordinator?

A. The Secretary of Agriculture, but the Co-ordinator will be a producer.

11. Q. Does the marketing agreement preclude the course of marketing and trade a producer may make?

A. No, it does however determine the amount to may market each year.

12. Q. How does the agreement propose to regulate the volume of turpentine and rosin sold?

A. By equitably alloting to each producer the volume he may sell annually.

13. Q. Is everyone entitled to an allotment?

A. Yes, upon executing proper application accompanied by proof of ability to perform.

14. Q. What will be the basis of allotment?

A. The average production for the applicant for the past six years will be used as a basic guide.

15. Q. If I have not operated for six consecutive years, what will be the basis of my allotment?

A. The average of those years you have operated within the six year period used as a basic guide.

16. Q. If I have not operated last year or several previous years, what will be the basis of my allotment?

A. See No. 15.

17. Q. Will stocks owned by a producer on December 31 be included in his allotment?

A. No.

18. Q. What provision is made for new operations?

A. The Control Committee shall set aside 5% of the total allotment for this purpose.

19. Q. How will the Control Committee determine the volume of turpentine and rosin to be sold during the succeeding year?

A. It will use as a basis the result of its surveys of supply and probable demand.

20. Q. What products are included in the marketing agreement?

A. Gum Turpentine, Gum Rosin, crude gum, wood turpentine and wood rosin.

21. Q. Is it necessary that anyone desiring to produce turpentine, rosin and/or crude gum apply for an allotment be made without any request?

A. Each producer must apply for an allotment to obtain a license. Marketing turpentine and rosin withouta license will be prohibited.

22. Q. How will the Control Committee know whether the allotment requested is fair or not?

A. The request for allotment must be accompanied by proof.

23. Q. Is the decision of the Control Committee on allotment final?

A. No, you have the right to appeal to the Co-ordinator or Secretary on differences.

24. Q. Can one producer arrange with another producer for exchange or adjustment of allotment?

A. Yes, upon and by approval of the Control Committee, provided the total volume involved is not increased.

25. Q. How is it proposed to put the marketing agreement into effect?

A. Under a licensing system as provided in the Act.

26. Q. What will be the check to determine if the terms of the license are being violated?

A. By requiring an identification tag to be attached to each barrel or package, such tags to be obtained from the Control Committee to the number of the allotment.

27. Q. How is it proposed to finance the cost of the tags and the administration of the agreement?

A. A charge sufficient to meet these costs will be made for the tags, which will be reduced to the minimum.

28. Q. Does the limitation as to size effect any trees now being worked?

A. No.

29. Q. What is the status of existing contracts under the marketing agreement?

A. All contracts not detrimental to the purposes of this agreement will be recognized.

30. Q. When will the agreement be effective?

A. When a volume of production satisfactory to the Secretary of Agriculture adopts the agreement and the Secretary approves the same.

31. Q. Will the agreement be binding upon all the producers when effective?

A. Yes.

32. Q. What is the duration of the agreement?

A. Essentially as long as the emergency exists. Or until a satisfactory volume of production annuls it as provided in the agreement.

33. Q. Does the agreement restrict the marketing of the allotment of any producer?

A. No.

34. Q. Will the agreement prohibit a small operator increasing his operation?

A. No.

35. Q. Is there a possibility that under the agreement prices may rise to such a height as to discourage consumption?

A. No, Control Committee will consider this in deciding upon the total volume to be sold, and may readjust allocations when requested and found to be necessary.

36. Q. Does the agreement effect in any way the relationship between the producer and his factor?

A. No.

37. Q. Is the proposed agreement against the interest of the factor?

A. No. Improved financial condition of the producer would be equally favorable to the factor.

38. Q. Wherein does this effort to stabilize production differ from previous efforts?

A. The marketing agreement proposes to accomplish this by Government sanction and the fact that the agreement is a binding contract, willful violation of which will result in cancellation of license.

39. Q. Does the marketing agreement include a labor code?

A. No.

40. Q. What alternate plans have been suggested?

A. None acceptable.

41. Q. Does the agreement mean I will be required to reduce my production as compared to 1933?

A. Not necessarily. It is possible that a producer may be granted an increase even though the total allocations to be marketed are being decreased.

Re:-Meeting of Gum Turpentine & Rosin Farmers.

Held at Valdosta, Ga., September 14th, 1933.

TO: Messrs. Harley Langdale,
Chairman, Valdosta, Ga.
E. M. Sessoms, Jacksonville.
F. M. Northrop, Fairhope, Ala.
Robt. M. Newton, Wiggins, Miss.
H. M. Wilson, Jacksonville.
W. B. Gillican, Homerville, Ga.
J. B. Davis, Albany, Ga.
M. O. Stallworth, Mobile, Ala.
J. E. Dyal, Baxley, Ga.
J. B. Fowler, Soperton, Ga.
A. V. Kennedy, Waycross, Ga.

WHEREAS, a meeting of gum turpentine farmers was held at Valdosta, Ga., on September 14th, 1933, at which was approved in principle an agree-

ment between the Secretary of Agriculture of the United States and the Producers of Gum Turpentine and Gum Rosin, and

WHEREAS, in principle the agreement provides:

(a) That on and after January 1st, 1934, each producer shall be licensed and prorated as to the quantity of crude gum and/or gum turpentine and gum rosin which he shall be permitted to sell.

(b) That to enforce such licensing system each container of gum turpentine and gum rosin shall bear an identifying tag.

(c) To defray the cost of administration of this programme and to supply the tags required, the cost to the producer will not exceed 15 cents per barrel of turpentine and 5 cents per barrel of rosin.

The undersigned hereby declares that he approves the same in principle, and that he instructs you to appear before the Secretary of Agriculture or his deputy, and declare his approval of the principle of the proposed programme.

Signed_____
(If a company, sign in company name)

Address:_____ _____

Date_____

No. Barrels gum
turpentine produced
1932_____"

MR. SESSIONS: I presume that the mode of financing, with reference to customers of Turpentining and Rosin Factors is somewhat similar to that of other factor houses?

MR. WILSON: Practically.

MR. SESSIONS: By secured deed in the main.

MR. WILSON: By secured deed in Georgia, more than in Florida, to conform to the laws of the different states.

MR. SESSIONS: Aand I suppose the customary figure of the number of those in default is practically the same?

MR. WILSON: I think I stated as a case on Monday, it was not according to custom, that which I think was the question you were trying to find out, that approximately eighty percent of our customers who owe us money are in technical default.

THE PRESIDING OFFICER: Does anyone else wish to add something new to the argument of the proponents for an agreement? This has to be confined to new material from now on, but if there is someone else who has something to add to the argument for an agreement, we will be glad to hear them now.

MR. NASH: I would like to have one question elicited in regard to the agreement. Several distributors are rather puzzled by the one feature of the discussion, and we would just like to ask one question.

THE PRESIDING OFFICER: We are not here to answer questions, we are here to gather information.

MR. NASH: The question is, are we and other dealers or are we not engaged in the handling of rosin and turpentine in the current of interstate and foreign commerce?

That is the question handled by Mr. Langner this afternoon. We handle our own products and we would like to have that question answered.

MR. SESSIONS: Mr. Nash, in that connection, considerable testimony was taken both through you and Mr. Wilson subsequently as to just how the dealers themselves handled the product and the procedure, mechanically and procedurally, through which they handle their products. Do you recall that part of the testimony?

MR. NASH: I do.

MR. SESSIONS: Now, if there are any further questions along that line that you think might be brought out, any further developments of that

nature, which would indicate your capacity, or the capacity of dealers and distributors as handlers--

MR. NASH: (Interrupting) We got a very clear picture of that this afternoon, but we are still puzzled as to whether we are handlers under the Act.

THE PRESIDING OFFICER: Anyone else wishing to speak for the Agreement?

(No response.)

THE PRESIDING OFFICER: We will pass, then, to those who are opposed to the Agreement, and again I want to caution you gentlemen it is late, and we have been in session a long time, and you must confine yourselves absolutely to new material.

C. H. Carson, Vice President of Carson Naval Stores Company, of Savannah, Ga., being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, testified as follows:

Mr. Chairman, I want to appear at this time to have put on record some statistics in regard to returns on naval stores. The book has already been placed on record. The sub-heading says, "This statement prepared from the compilation of the Carson Naval Stores Company, Savannah and Jacksonville." We furnished those figures, among other people, to the Pine Institute, Gamble's Naval Stores Review, which comes out monthly, and I also understand the Department of Agriculture has these figures for their own use.

I am making that statement to show that we have the figures available to the industry.

I want to give a definition first. When I use the term "net returns" it is meant to mean received by the producer on the sale of his product, after freight, commission, inspection fees and any other port charges are deducted.

The gross returns is the amount received above those items are deducted.

Mr. Langner, in his opening statement at this meeting, on the opening day of this meeting, gave the returns, not mentioning whether they were net or gross, for March 1st, 1933 as taken from the Savannah market, as $37.70, and for November 1st, 1933 as $43.45. These are not weighted averages and do not reflect average returns.

In the case of rosin we have thirteen cars, each car usually, but not always, having a different price per 280 pounds, and unless the percentage of variation of these different cars are taken into consideration, a true picture is not given. For example, from figures compiled by Mr. J. E. Lockwood, Naval Stores Consultant, at Savannah, Georgia, during the month of September 1933, the receipts of factors in Savannah show only .33 percent of the total receipts for that month for the grade extra, 3.94 percent window glass, 11.76 percent for Mary, 21.95 percent for Isaac and so down to .36 percent for Bob.

Unless these variations are taken into consideration, the figures Mr. Langner quoted are of no value.

The figures I will give you are taken from the books of Carson Naval Stores Company and represent 100 percent of our sales for the period named on both the Savannah and Jacksonville daily markets.

For the month of March, we don't keep the records daily, only the month, for the month of March 1933 the average gross returns per unit were 36.01 and the net returns for the same month were 30.87, against Mr. Langner's return of 37.70.

MR. SESSIONS: Excuse me just a minute. Will you repeat those figures again, those last figures that you read?

The gross returns in the second received above these items are deducted.

Mr. Langner, in his opening statement at this meeting, on the opening day of this meeting, gave the returns, and according thereto they were as given, for March 1st, 1932 as taken from the Savannah matrix, as $27.77, and for October 1st, 1932 as $40.43. There are two weights available and do not reflect average returns.

In the case of reels we have thirteen cars, each car usually, but always, having a different price per 100 pounds, and unless the percentage of variation of these different cars are taken into consideration, a true picture is not given. For example, these figures compiled by R. L. Leonard, Head Sales Department, as forwarded, Georgia, during the month of September 1932, the receipts of tobacco in Savannah show only .52 percent of the total receipts for that month for the grade extra, 7.91 percent white clause, 11.42 percent fine Navy, 52.21 percent for lower and down to .74 percent for Bob.

Taken these variables are taken into consideration, the figures Mr. Langner quotes are of no value.

The figures I will give you are taken from the books of Leaton Tobacco Company and represent 309 persons of ~~men~~ note for the period named on the Savannah and Jacksonville daily markets.

For the month of March, as they'd look the records daily, only the ~~month~~, for the month of March 1932 the average gross returns per unit were $3.03 and the net returns for the same month were $2.87. Quoted by Langner's figure of $2.77.

MR. CHAIRMAN: Please no just a minute. Will you repeat those figures again, those last figures that you read?

MR. CARSON: The average gross returns for a unit was 36.01 and the net returns for the same month was 30.87, against Mr. Langner's returns of 37.70 for March first.

For the month of October 1933 the gross returns were 42.98 and the net returns 38.10 against Mr. Langner's figures of 43.45 for November first.

Mr. Langner's figures for the average returns whether net or gross, were not made clear for the so-called base period of 1909 to 1914 which were 61.45.

The catechism which has just been placed in the record gives the returns for the period as 61.65.

My company has been keeping average returns for over twenty-five years, and they have been made open to the public through the Savannah Naval Stores Review and Gamble's International Year Book for more than ten years.

We have a copy of the December 12th, 1933 issue of the Naval Stores Review. When I read the figures of this Review they are simply figures furnished by our office.

The sub-heading is, "Tables showing net cash return to producers, compiled by President, J. A. J. Carson of Carson Naval Stores Company."

Net return a unit on one barrel of turpentine and three and one-third barrels of rosin.

1909	40.15
1910	57.18
1911	53.10
1912	54.69
1913	40.33
1914	41.87

By using simple averages and not weighted averages, we simply add up those figures and divide by six.

Mr. Gibson: The average gross returns for a unit was $3.63 and the net returns for the same month was $2.97, against Mr. Langner's returns of $2.71 for March first.

For the month of October 1920 the gross returns were $3.91 and the net returns $3.19 against Mr. Langner's figures of $3.01 for previous first.

Mr. Langner's figures for the average returns/station and so forth, are not made clear for the so-called base period of 1920 to 1914 which were $3.62.

The methodism which has just been placed in the record gives the returns for the period as $3.63.

My company has been keeping records for over twenty-five years, and they have been made open to the public through the Journal Store Review and Retail's International Year Book for more than years.

We have a copy of the December 1920, 1923 issue of the Retail Store Review. When I read the figures of this Review they are clearly figures furnished by our office.

The sub-heading is, "Sales showing net cash return to producers, compiled by Presidents, I. A. J. Census of Seven Retail Stores Company."

Not return a unit on one barrel of typewriter and three and one-third barrels of trade.

1909	$3.13
1910	3.19
1911	3.10
1912	3.09
1913	3.03
1914	2.97

By total digits average not not weighted average, we simply add up the figures and divide by ten.

Using weighted averages we have to multiply the estimated total U. S. production by the average net cash return for each year, add these six results and divide by the total estimated production for the six years, and the resultant average is 49.85 per unit, using weighted averages.

If we use simple averages, that is $49.55 against the figure of $61.45, and 55 cents, which has been previously given in this meeting, obtained by a method not explained, the figures which I have given not only take into consideration the variations of grades of rosin, but also the varying amounts of naval stores received each month. These percentages vary from figures kept of our receipts for the .91 percent received in February, over a five-year average, as an average, to 14.63 received in July.

MR. PETERSON: The figure that you stated that Mr. Langner gave this morning, was that a net or gross figure?

MR. CARSON: That he gave? He did not state it. He did not state it, and I said I did not know.

MR. PETERSON: The figure is relatively close to your gross figure, and quite a discrepancy from your net figure.

MR. CARSON: Do you refer to the figures that he gave for March 1,1933?

MR. PETERSON: April.

MR. CARSON: Well, I said March and October.

MR. PETERSON: The two sets of figures that you gave, yes, your answer was you did not know whether it was gross or net.

MR. CARSON. No, sir. In defense of our method of auditing, in figuring a unit of one barrel of turpentine and 3 1/3 barrels of rosin that has been mentioned by some distiller and operator, that he did not get 3 1/3 barrels of rosin, our average over ten years, for each barrel of turpentine we received, we receive 43/1000 of one barrel of rosin, more than 3 1/3.

MR. PETERSON: Mr. Carson, you are President of the Carson Naval Stores Company?

MR. CARSON: I am Vice-President of the Carson Naval Stores Company.

MR. PETERSON: Do you operate on the Savannah or Jacksonville market?

MR. CARSON: We trade on both the Savannah and Jacksonville market. We have a branch office in Jacksonville.

MR. PETERSON: Do you personally act as trader or operator on either market?

MR. CARSON: When I am in Savannah, I am the representative of the Carson Naval Stores Company for selling on the Savannah market.

MR. PETERSON: What would you say off-hand, would you give a little description, in your opinion, why there is such a small percentage of the total stores that come into those two markets that are sold over the market? Would you care to say a word about that?

MR. CARSON: The rules governing the trading in the Savannah Naval Stores market require delivery in one of two places, the Atlantic Coast Line Naval Storeyard or the Seaport Airline Naval Stores Yard. In recent years, with the increased use of trucks for hauling naval stores to the ports, several other yards or unloading points have sprung up, which are not on the two designated delivery points. The receipts by truck, by the Carson Naval Stores Company, for September, 1933, amounted to 68.97 percent of our total receipts for September. This turpentine was not delivered at either of the designated delivery points. Therefore, had we offered it on the board at Savannah, we would have had to transfer it to the delivery point or state it otherwise at the time we made the sale.

MR. SESSIONS: I gather that there is a difference, I believe the net result of what you say is that the price average for the 1909-1914,

that was offered formally in the record, was something like $66.

MR. CARSON: $61.45, I think.

MR. SESSIONS: And that by your computation, your method of computation, it is $49?

MR. CARSON: $49.85, weighted averages.

MR. SESSIONS: Now, then, for the current season, I understand the weighted price has been, I believe, $42 and something, $42.98, was it? So that there is a discrepancy between the 1914 average and the average coming down to the present, of between $49 and something and $42 and something at the present time. Is that the essence of what you have to say? It is a matter of record, but I am just trying to summarize it in my own way. That is, by your method of computation it would only be necessary to raise the price today to $49.85 from its present price of $42.98.

MR. CARSON: I did not make the statement that that is all that it would be necessary to raise the price. I simply gave you the base price of the 1909 to 1914 period, and I made no reference at all as to how far we would have to raise the price, and your figures of $42, I think I said, was for October, 1933 and was $38.10 net. Those are my figures for the month of October, according to our record.

MR. SESSIONS: I just want to have one more question in there, it is a little bit abstruse for me, naturally. That is, for the 1909-14 period there was something like a 66-cent dollar about that time, and that might be checked for the purpose of absolute accuracy against the price of the dollar for the month of October.

MR. CARSON: Do you want me to check that?

MR. SESSIONS: No, I merely want to introduce it in the record and refer it to the experts. Do you think that would be a figure on the com-

parison of exchange in the base figure, as opposed to the month of October.

MR. CARSON: That would probably have some bearing on it. My figures show a 23.5 percent decline from the base price, or expressing it in another way, we are now receiving 76.6 percent of this base price.

MR. PETERSON: We were speaking a few moments ago, or you were, of the amount of stores that were brought to the warehouse, other than the warehouses at these ports, and is that the usual custom with other factors too?

MR. CARSON: I can only speak for ourselves. Our turpentine, which is received by truck, does not go into one of the two designated yards in Savannah.

MR. PETERSON: That is just those stores that are not traded in on the market.

MR. CARSON: In our case.

MR. PETERSON: There is some relationship between the stores that are sent to other than the regular warehouses, which are not traded on the market.

MR. CARSON: I don't understand that just exactly.

MR. PETERSON: My original question was to ask an explanation of why so few of the stores came into these ports and were traded in over the market?

MR. CARSON: I try to show that in our case 70 percent of our receipts during the month of October came in by truck, and therefore were not delivered to the yards and our trading did not require it.

MR. PETERSON: So that was received and they were not traded in over the market?

MR. CARSON: In our case.

MR. PETERSON: Is that the usual custom?

MR. CARSON: I think I just answered that I can only speak for myself.

MR. PETERSON: Would it be more to the advantage of the trade that those stocks be handled over the market?

MR. CARSON: At various times in Savannah we have tried, in a more or less unsuccessful fashion of putting all the offerings, presumably, over the board, and for a short period of probably two or three weeks we could not see any difference.

MR. PETERSON: Now, these stores that came in and were delivered to the yard other than the regular ones, were they under contract?

MR. CARSON: We have an arrangement which may be called a contract, although it is not exactly a contract, but an arrangement with one of our buyers who takes all our turpentine which is usually received at the delivery point.

MR. PETERSON: And that price is determined by whatever the stores go over that market that day?

MR. CARSON: On the outside market in Savannah; if the price is split 42 to 43 cents, we receive 42½ cents, which we feel is to our advantage, because if we put that same one hundred barrels on the board we would have to accept the 42 cents for some of it and 42½ cents for some of it.

MR. PETERSON: That is the case where there were two markets?

MR. CARSON: No, I say in the Savannah markets if it were split we would probably have to take 42½ cents, which is probably the highest market that day, but whereas if it were put on the board we may have to accept 42 cents for some of it and 42½ cents for some of it.

MR. PETERSON: Is it the usual custom for the outside market to be higher?

Mr. CARSON: No, sir, the outside market is the market. There is one hundred barrels offered today and we have two bids coming in, one bid you will say is 42 cents for 50 barrels and the other bid is 42½ cents, and the factors decide to sell all their offerings, 50 barrels at 42 cents and 50 barrels at 42½ cents, and the market is posted as of sales of 100 barrels at 42 cents and 42½ cents. That has nothing to do with the market in Brunswick and Jacksonville, but Savannah only.

MR. PETERSON: I understood that the only market is the Board of Trade market either in Jacksonville or in Savannah, and anything sold on the contract is something else, and the contract is a yearly contract and the price from day to day is determined by that market.

MR. CARSON: Our contract, if you want to call it that, is to sell our receipts daily at the market in Savannah. If the market happens to be split, we take the top price, which I feel is to our advantage.

MR. PETERSON: On an average day, what percentage of your receipts go over the market for your particular company?

MR. CARSON: Not taking a daily average, but by the month, the month of September, 30 percent of our production probably went on the market; the other 70 percent having come in by truck and was not delivered at a recognized delivery point.

MR. PETERSON: Then your handling, either on or off the market, is not typical of the usual factor. I believe the average is more than that, of the total amount which comes in and goes on the market.

MR. CARSON: I might say a word in the records, on the rosin, that we offer practically, in the course of a year, 95 percent of our rosin, which goes on the market.

MR. PETERSON: On the market?

MR. CARSON: Yes, sir, on the open market.

MR. PETERSON: Is it a custom that so much more rosin goes on the market than turpentine?

MR. CARSON: I think that probably the percentage would show that a larger percentage of rosin is cleared on the market than turpentine. A larger percentage is offered.

MR. PETERSON: Is that built up as a custom or a trade principle?

MR. CARSON: It varies, if the buyers are anxious for rosin today they try to get it cut out, in other words, taken off the market. What is the case one day may not be the case the next day or the next week. We may have offerings from all of the factors represented in Savannah on the market one day, and the next day we will be the only one offering.

MR. PETERSON: Would you say that the market in Jacksonville and Savannah truly reflect the supply and demand?

MR. CARSON: I have no way of knowing what the demand is. I am a factor only and not interested in exporting of daily sales.

MR. PETERSON: You are entirely a factor?

MR. CARSON: Entirely a factor.

W. P. SHELLY, representing the Lloyd Turpentine Company, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, testified as follows:

I am operating the Lloyd Turpentine Company myself. I have the North Florida Naval Stores Company, a place we own and let out on percentage. We are not actually operators, but owners, and we have another company, the Capitol City Naval Stores Company. Those two places are operated this year by other operators and we receive a percentage of twenty percent of the gross receipts.

I don't know whether I would just be classed as an operator of those places or not. I am not clear on that subject. I am not sure whether I would have a voting power on those places or not.

Gentlemen, as far as I am concerned, I really am sort of like the fellow I saw a picture of, a big show some time ago. He was running for governor and he was asked how he stood on the prohibition question, and the newspapermen approached him and asked him how he stood and he said, "Yes" and "No", so that is the way I am on this proposition.

I am really in favor of something else other than what we have. So far as the production of the naval stores, I cannot say that there is an over-production. I cannot believe that we are working on the right track when we say we want to reduce the crops. We have made this year around twenty percent more than was made last year, and there is considerably less stock on hand this year than there was at this time last year, so far as the Naval Stores Review, which is the official record we have to go by.

If I remember correctly, there is something over 100,000 barrels less on hand than there was this time last year.

The percentage of increase has been used up, and we show a carry-over of something over 100,000 barrels. I feel like if we are really to go forward and reduce the crop ten, fifteen or twenty percent, or whatever we may decide to produce that figure, or reduce it, we will encourage other countries to step in and fill up the gap. I have been Secretary and Treasurer of the Middle Florida Turpentine Producers Association for several years. I served in the Florida State Senate in 1921 and 1923, and also in 1933, and if I live I will be there again in 1935.

I don't know exactly. I could just be classed as an operator of three places or two. I am not given an object. I am not sure whether I would have a voting power on those places or not.

Gentlemen, so far as I am concerned, I really am sort of like the fellow I was a picture of, a big slow open flue cap. In the meeting for persons can be run ended how in closed on the possibilities, and the management represented him and ended like how he stood and he said, "Aye" and "No", so that is the way I do on this proposition.

I am really in favor of accepting also value that must be here. So far on the problems of the naval stores, I desired any that there is an over-production. I cannot believe that we are selling on the right track when we say we want to reduce the crops. We have made this year several twenty pounds more than was made last year, and there is actually less stock on hand this year than there was at this time last year, so far as the Naval Stores Review, which is the official record we have to go by.

If I remember correctly, there is something over 200,000 barrels less on hand than there was this time last year.

The processing of turpsone has been cut down, and to make a carry-on something over 40,000 barrels. I feel like if we are really to go forward and reduce the crop one, fifteen or twenty percent, or whatever we may decide to produce that figure, or reduce it, we will encourage other countries to step in and fill up the gap. I have been Secretary and Treasurer of the Middle Florida Turpentine Producers Association for several years. I served in the Florida State Senate in 1931 and 1933, and also in 1949, and if I live I will be there again in 1950.

I have been in the naval stores business for the last twenty-seven years. I have attended most of the turpentine meetings that have been held throughout the port and was a director of the marketing association, and I am thoroughly convinced that our method of marketing is wrong. I am sure you gentlemen will decide the same thing. As a matter of fact, as you know, when fifty percent of our products is marketed to one concern, why, naturally, if you were a factor, or some other big consumer, why, you would have to do business with them. There is too much of our stuff sold at private sale. As a matter of fact, the operators, as you know from the evidence that has been produced here, are just simply in a deplorable condition. It has been shown that 75 to 80 percent are now in default. Their families have suffered. I know I had to resort to other endeavors to make a living.

I happened to get in very heavily on some heavy purchases seven years ago this past fall now. We bought a place that cost us over $50,000--

THE PRESIDING OFFICER: Mr. Shelly, will you confine your remarks precisely to your objections to the marketing -- to the proposed marketing agreement, please.

MR. SHELLY: Yes, sir.

Another objection I have to the agreement is this. If this proposition goes through as it is, it is a big man's agreement. I cannot see where the little operator will have any show whatsoever. I happen to have been talking to a store mill man many times, and you hear the big shw mill man cussing the little fellow. Well, the big operator will eat up the little one, the way I see it, under this agreement. They have the Board of Trade to consider, and the control committee will be composed of large operators. That means, in my opinion, that it is all wrong. I

don't feel that a six-year average would be fair. It gives some of the operators that have just recently gone into business, it practically puts them out of business, and the operator who has had a big production just a few years ago and it dwindles down, it gives him a whole lot more, and I certainly hope that you gentlemen will consider that, and I feel that the little operators should be considered.

I heard something Mr. Northrop stated this afternoon, which I believe sounded good to me, and if the agreement goes into effect, it will except operators making one hundred barrels of turpentine. Now, a single thing like that would help considerably.

Now, you take the costs. As I understand it, they have assessed us 15 cents a barrel against every barrel of turpentine and five cents for every barrel of rosin. On a 500,000 barrel crop, it would cost the operators in the neighborhood of $150,000.

DR. VEITCH: Mr. Chairman, shouldn't that be corrected, as a matter of record? It has been reduced to about $68,000, hasn't it?

MR. SHELLY: I have not been here every day. That just came out today. There is a fire burning up in our country over there and I went home yesterday, and this morning we had a big rain and I came back. We have had a control committee in the last few days there, unfortunately, burning up our woods. Another thing I wanted to mention about this agreement is, if you will pardon me, in making an illustration, it states that you must show your financial ability to produce this turpentine and rosin. For instance, for myself, it was just this spring I was able, along in February, to obtain some leases at a price that I could afford, on terms that I could afford. In other words, pay nothing in cash, pay for the lease along in the summer, and if it were not for those conditions I would

not have been able to operate at all. The chances are it would have been too late and I would have had to go before some committee, and it may be summer because -- it might be summer before they met and that place would be almost out of business, because it is very low now, and there are three and one-half crops I could get on terms and so put it in shape that we could both operate.

I feel, gentlemen, I don't want to bother you very much, because I know how sitting on these committees is. I sat on them myself hours and hours, days at a time, and it is a very tiresome job. You gentlemen have given this testimony, I know, very fair consideration, and I feel like that your decision is going to be for the best interests of this industry. I feel like something will come out of this meeting. I hold no ill will towards anyone here that is on the other side of the fence. We are entitled to our opinion, and I think it is very fortunate indeed that our factors should be so divided on this matter. It seems that some of the fellows who are shipping to the C. R. or somebody else, you want to be with them. While it is unfortunate, of course, at this time, but it so seems that both of the factors, I ship to are very heartily in accord with this proposition, and I regret that I am not able to see it their way. I do not hold anything against them. I am honest and I feel that under the agreement as proposed it is a mistake -- anything to improve our marketing conditions, I feel we should work on and support.

Just a few days ago, or a few weeks ago, we had a boat to sink here on the high seas --

THE PRESIDING OFFICER: Mr. Shelly, I am afraid you are getting away from the question -- you are opposed to the marketing agreement?

MR. SHELLY: Not opposed to it.

THE PRESIDING OFFICER: Can you add any words to what has already been said in opposition to the agreement?

MR. SHELLY: I am opposed to the agreement as is, but I am in favor of an agreement that would improve our marketing conditions.

MR. PETERSON: You are opposed to this particular agreement?

MR. SHELLY: Yes, sir.

MR. PETERSON: Are you opposed to any agreement?

MR. SHELLY: No sir.

MR. PETERSON: Would you state briefly what you feel this agreement might be changed to fit in with what an agreement should have, or rather in simple phrases, what an agreement should contain, which you think would be of benefit to the producers as much as yourself?

MR. SHELLY: I feel the only course to pursue would be to improve the marketing conditions, put it in where we could set up. If other -- if it is sold over a period of twelve months, one-twelfth each month would help our production.

MR. PETERSON: You mean a marketing agreement that might tend to balance production with consumption.

MR. SHELLY: Yes, and we turpentine operators in the season, we ship turpentine as fast as we can get it to ship, as fast as we can get something to ship out, and then it is shipped in faster than the producers want it and it is put on the board, and we get whatever they can for it, like, take the cotton receipts, that are ten cents a pound, but there is no market, and they get just what they can get for it.

MR. PETERSON: Do you have any other suggestion for changes in the industry which would help?

MR. SHELLY: Well, I think before this is over there would have to be lots of changes. I feel I could mention some. I feel the interstate is -- the interest rate is entirely too high. I feel that the operators pay too much for their supply, and I feel that under the circumstances when they are buying it through the factor there is a certain percentage that comes off, or that should come off when we do not run. It all comes back to the point of the money and the money you get out of it.

MR. PETERSON: Speaking as a producer or an operator, would you have any suggestions to make of a fundamental change in the method of your operation?

MR. SHELLY: Well, I think that a turpentine operator should not be made an exception and driven out of business, if the government will protect. If the government will protect other lines of businesses I don't see why the turpentine operator should be made an exception to the rule.

MR. PETERSON: You feel that the turpentine operator should be given aid from the government?

MR. SHELLY: Yes, sir.

MR. PETERSON: As a permanent thing?

MR. SHELLY: Yes.

MR. PETERSON: Instead of the factor operating by advancing the operator, as it is now, you would have the Federal Government finance the operator?

MR. SHELLY: I don't see any reason why they should not if they have other lines of businesses, and at a lower rate of interest for various loans, such as the home owners and farm owners, who pay five percent.

MR. PETERSON: Do you think the government would have any advantage in financing the producers, I mean the producers throughout the industry?

MR. SHELLY: Yes.

O. T. McINTOSH, representing the Southern States Naval Stores Company, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, testified as follows:

Mr. Chairman and gentlemen: I will endeavor not to impose upon the patience of the committee for more than a very few minutes. I am going to consume just two or three of those minutes with matter that may seem irrelevant, but I trust will not be so in the minds of the committee.

We have heard statements made before this body by Messrs. Langner, Northrup, and Turregano, that said in effect, unless I misunderstood their utterances, that producers were losing money. They made no exceptions whatsoever.

I understand furthermore that these gentlemen testified under oath. I don't think they knew all about everybody else's business. If they intended their statements to cover the whole business, they took in too much territory.

The condition in the industry, especially as to labor, as presented by several large producers, is certainly pitiable.

However, upon investigation it might develop that it may be somewhat parallel to the "Nigger in the wood pile" episode of yesterday, when they asked my good friend Bob Newton, when removed a few logs, it was proven that there was in reality only two small pickaninnies.

Of course, the evidence presented by Mr. Turregano, as to conditions prevailing in that section, would seem to clinch the theory as to the deplorable conditions existing, but it is hard to harmonize the picture of Mr. Turregano putting up large cash guaranties, asserting his independence of factor or dealer, stating he puts his own price upon his products, and if he does not get it he holds it, and simultaneously burying a dead nigger in four pieces of wood. It seems to me, as hard as times are, that he might have

put in the box, so the poor devil would not fall out before he reached the graveyard, or they would not run the danger of him falling out on the way to the graveyard.

There have been numerous references to the so-called opposition, and statements made in which it has been more than mildly insinuated that pressure or undue influence has been placed upon producers to register their opposition to a marketing agreement.

I can only speak for myself, and the company I represent, and I do desire to state here and make it a part of this record, that no pressure, threat, or intimidation has been used, attempted or suggested to secure the authorization to represent anyone at this meeting, or in presenting their attitude in regard to the proposed marketing agreement. Furthermore, in view of the intimations made, and also suggestions on the part of some persons who have closely opposed this agreement, I personally would welcome a confidential poll being made of all the turpentine operators in America on the question, such poll to be made by government agency.

There was a reference made to the needs of a man who had a lease, which he was under obligation to work, under which he should receive special treatment. I would like to know what we are going to do about the man who has bought land with timber on it for the purpose of having it worked for turpentine operations, and has put on it, which he cannot refinance elsewhere, and where he has got to work his timber, even though he may not get what he considers full value out of it and save the property and keep from being dispossessed.

It is difficult to discuss the various provisions of the proposed agreement in sequence, as frequently the full import requires the consideration of one or more articles of subdivision. The hearing has been considered enough heretofore to allow discussion to be more or less general, and I trust that I

may have the same privilege, as my statement will be brief and I hope I will not impose unduly upon the patience of the committee.

I object to the control committee as I do not believe it can discharge the duty with which it is charged. I object to the requirement that tags shall be affixed to packages of rosin and turpentine. I object to the requirement that tags shall be paid for as it is in effect a tax upon the producer, and there is no provision under the Agricultural Adjustment Act for any processing tax upon production.

As to marketing quotas I contend that it is absolutely impossible for any committee within any reasonable time to secure a sufficiently definite picture as to stocks and probable consumption and as to warrant hazarding the future welfare of the naval stores producers upon its market.

Many countries produce these commodities and there are no official figures available as to supply that might come into competition with American products, and even if the committee was able to visit each of these countries, it is doubtful if they would be able to ascertain what such supply might be. Likewise, we export to many countries and it would be just as difficult to find what supplies were on hand from this source. The Agreement, while stating that every package was to be tagged, does not, if I read the agreement correctly, place any penalty upon the transportation, nor upon possession, without tags by anyone after it has left the producer's hands. If allotments were made to producers, it would necessarily result in a reduced production. Many producers would maintain whatever they considered an economical schedule, and go ahead full speed until they had used up their quota or tags. This, in my opinion, would be resulting in little diminutions, if any, in offerings during the heavy producing season, which would lessen the hope of any advance by reason of reduced offerings, and it would be also likely to result in

accumulations at producing points during the latter season; and we may visualize what the result of this would be, as the world looks at stocks with a knowing eye, regardless of their location or with what restrictions they are temporarily hedged about. As a matter of fact, I think the average producer would feel like it was poor business not to be able to make just a little more than his allocation, so that if the happy days were ushered in he would be able to take care, to take advantage of the jubilee. This may not harmonize with the fantastic view of one proponent of the agreement, who felt, apparently, that the mere fact of allocation would raise prices, even though at the same time a surplus was created in this country to be held as a hedge over certain producers; and in view of the fact that the estimate of last year's foreign crop was over three hundred thousand barrels, the importance of the same and the possible effect of an increase looms large, despite effort at minimizing its importance by splitting it up into small units when referring to it. Then, too, we have somewhere along the line a reference to a five hundred barrel crop of rosin, referred to, I believe, as the deadline; the idea of this, presumably, being to assure consumers that they would not at any time be seriously pinched. If we make enough to amply supply the demand and preserve the backlog, I cannot see any incentive to the buyer to step out and pay any more money than he has to. It is just another utopian dream. What is likely to happen is that the consumer will go along and buy from hand to mouth and as cheaply as he can, and if experience teaches us anything it will take manipulation, speculation, or something akin thereto, to bring about a higher level of prices, though I may temper this statement by saying that it has been my experience that commodities generally follow the same curve, though naturally some will lag behind and some will lead the procession. Thus, we have sold large crops at good prices and small crops at low prices.

When things are generally cheap, so has it been my experience that the price of all commodities are also cheap.

The general principles involved in Section 4 are unthinkable to any American citizen, and if that is not sufficient comment to make upon this paragraph, if there is a low in the United States of America which warrants the inclusion of such a regulation, there is enough explosive in it to blast from its foundation any regime that has perpetrated such an outrage upon the people and the traditions of these free United States.

MR. SESSIONS: Mr. McIntosh, I think at one point in your remarks you made some reference to the threat of a surplus, that is, a surplus to be carried over in case of the allotments, even due to proper weather conditions, either due to that or as a result of each individual himself producing just a little bit more than his allotment, and the result you said, or I believe you said, would be to create a surplus which would have a depressing effect on the market.

MR. McINTOSH: I considered it would have, yes, sir.

MR. SESSIONS: Do you think that that situation would be different, except in degree, to the same 100,000 barrels that are customarily carried by distributors as stock on hand at the present time?

MR. McINTOSH: I don't think it would be especially different.

MR. SESSIONS: Well, do you consider that the stocks on hand that the producers at the present time carry constitute a depressing effect on the market?

MR. McINTOSH: That question may be answered yes and no.

MR. SESSIONS: I merely want a bit of suggestion along that line, if there isn't a difference between a surplus which could be created as a result of the combination of circumstances that you referred to, and a surplus that is at the present time in effect with reference to the stock on hand continuously held by the distributor.

MR. McINTOSH: In my opinion, if that stock were in the country it would have a rather large depressing effect than if it were in the hands of the distributor. Distributors really have a reason, and they have considerable stocks on hand, to make money on it; if they have stocks on hand and want to put the prices up and become bullish on it, they would do so. In the event we had the stock out in the country awaiting allocation, to my mind it would be more depressing than if it were in the hands of the men who were dealing in it, to have the advantage of getting better prices than they pay for it, in order to make money out of it.

MR. SESSIONS: In either event it would constitute a surplus.

MR. McINTOSH: It would.

MR. SESSIONS: Your conclusion where it represents unknown quantities it is likely to look cheap and being of an indeterminable amount, would consequently have a depressing effect.

MR. McINTOSH: That expresses my idea in regard to that.

MR. SESSIONS: In any sort of an agreement of the type proposed, I assume that from actual statistics you have kept the exact amounts in these various interior concentration points or at the various stills. If they were so-- if that was to be the case, then it would not constitute the usual undeterminable unknown quantity, that is, the only difference would be you would have stocks on hand in the concentration points as opposed to stocks on hand in the hands of the distributor.

MR. McINTOSH: It would be very difficult to find out what those stocks in the interior were, unless it meant a full response from the producer. These plants are in sequestered spots, which you might easily conceal, or what might easily conceal many hundreds or thousands of barrels, and just whose business it would be to be charged with locating them I don't know.

It is antagonistic as the item of the man who is going to regulate the size of it, and the number of streaks to be put on them, and if it is found that there were one hundred small pine trees worked for turpentine purposes, it seems to me it would be quite a job to pick up the streaks on those trees, as it would be to pick up the barrels of turpentine back in the country. I think my friend knows what I mean.

MR. SESSIONS: Do you as a factor keep rather accurate accounts of the amounts of stocks in your various producers' places, customarily carried by them?

MR. McINTOSH: I do not, sir.

MR. SESSIONS: Do you think such a thing as that would be possible?

MR. McINTOSH: I think it would be very difficult and we frequently find a producer who we think has very little on hand, from whom we get quite a few barrels--he will keep back a few barrels.

MR. SESSIONS: Just in case.

MR. McINTOSH: Just in case, that may express it, sir.

MR. SESSIONS: Again, just for the purpose of getting your expression, do you think or have you ever heard the opinion ventured that the mere sight of large amounts of stocks in the hands of distributors, that is, the fact that there is this large physical supply, has any depressing effect on the market? I mean, isn't your opinion that, on that matter, isn't your opinion merely opinion, and isn't the contrary opinion customarily held?

MR. McINTOSH: It is merely a matter of opinion because prices have gone up.

MR. SESSIONS: In every instance?

MR. McINTOSH: Or gone down, in either instance.

MR. SESSIONS: So in the last analysis, whether the supply is visible

or invisible, it is a matter of opinion?

MR. McINTOSH: Yes, sir.

MR. SESSIONS: In either instance the surplus you speak of is a problematical surplus and there is already a real surplus?

MR. McINTOSH: In a sense, that is true.

MR. PETERSON: I wonder if I can have the reporter read the answer to one of Mr. Sessions' questions that he asked you, the first or the second question.

(The reporter reads as follows: "MR. McINTOSH: It would be very difficult to find out what those stocks in the interior were, unless it meant a full response from the producer. These plants are in sequestered spots, which you might easily conceal, or that might easily conceal many hundreds or thousands of barrels, and just whose business it would be to be charged with locating them I don't know. It is antagonistic as to the item of the man who is going to regulate the size of it, and the number of streaks to be put on them, and if it is found that there were one hundred small pine trees worked for turpentine purposes, it seems to me it would be quite a job to pick up the streaks on those trees, as it would be to pick up the barrels of turpentine back in the country. I think my friend knows what I mean.")

MR. PETERSON: As a matter of fact, would you be able to say for a fact whether they did that or not?

MR. McINTOSH: No.

MR. SESSIONS: Mr. McIntosh, do you think that the times for the operators, both large and small, are on the upgrade at the present time?

MR. McINTOSH: Their condition is better in nearly every instance, and the cases of those that I have contact with, than they were a year ago.

MR. SESSIONS: You still are of the opinion that perhaps they are pretty destitute as a rule, times are pretty bad?

MR. McINTOSH: They are relatively bad.

MR. SESSIONS: You have registered objections to any kind of a marketing agreement yesterday or the day before, and today registered specific objections to the specific provisions of the proposed agreement.

MR. McINTOSH: Yes.

MR. SESSIONS: Now, I wonder if you would give us the benefit of your suggestions along the line of what might be done to improve conditions.

MR. McINTOSH: The answer is with the operator himself.

MR. SESSIONS: You mean in terms of good management and economy.

MR. McINTOSH: Yes, sir. There is no law making the operator pay more money for timber than he says he can work out of it. He is the master of his own fate. I am confident that I, as a factor, do not go to the producer and try to thrust money upon him to pay fantastic prices for timber.

MR. PETERSON: I mean by that, Mr. McIntosh, that the real difficulty in this industry is that the producers pay too much for that land, that is your idea?

MR. McINTOSH: There again is a question that is very difficult to answer, because land and timber are worth more when prices are high than when they are low. A great many operators find themselves burdened with debts which are hangovers from rather an inflationary period, so far as turpentine and rosin are concerned, in 1925 and 1926.

MR. SESSIONS: At the present time he is paying too much.

MR. McINTOSH: I would not say so in all instances.

MR. PETERSON: Would you say that most of them are?

MR. McINTOSH: That is a very difficult question to answer, because I think the prices being paid are high, based upon the prices of rosin and turpentine today. I think the average prices paid for the leases today are on the part of the producer who is paying on the hope of better prices, as there is on a conservative basis in relation to its market.

MR. PETERSON: Then, do I understand you to say that if the price of turpentine and naval stores are up higher now than it is at the present time, in your opinion the producers would not be paying too much for their leases?

MR. McINTOSH: No, sir.

MR. PETERSON: Then you feel one of the solutions of this trouble in the industry would be higher prices?

MR. McINTOSH: Not necessarily so.

MR. PETERSON: It would normally seem to follow from what you said.

MR. McINTOSH: It would seem to follow, yes.

MR. PETERSON: Will you give an explanation of what you mean?

MR. McINTOSH: I will answer it this way, it would take prices materially higher than they are now to bring about a fair return to the operator on the basis of the present cost, but if prices were to advance and he followed that advance by decreasing the prices for timber, and other things, still more, why, he would be no better off than he is today, and I may say--I don't want to take your time--but I may say as an illustration of that--we have heard today referred to that $65 a unit is a desirable unit price at the present time. Well, four or five years ago we were holding distress meetings around here to save the naval stores industry from a deplorable condition and the price was then approximately $65 a unit.

MR. PETERSON: That was about the time when a good many of these operators paid their losses?

MR. BOLLING: That is a very difficult question to answer, because I
think the prices being paid are high, based upon the prices of wages and
transportation today. I think the average prices paid for the leaves today are
on the part of the producer who is parting on the hope of better prices, as
there is on a competitive basis in relation to the auction.

MR. RICHARDS: Then, do I understand you to say that if the prices of
cooperative and rural stores are no higher now than it is at the present time,
the farmer obtain the fertilizers would not be getting the most for their leaves?

MR. BOLLING: No, sir.

MR. RICHARDS: Then you want the existing of this tobacco to
the tobacco would be higher prices?

MR. BOLLING: Not necessarily so.

MR. RICHARDS: It would naturally seem to reduce them when you said.

MR. BOLLING: It would seem to follow, yes.

MR. RICHARDS: Will you give an explanation of what you meant
MR. BOLLING: I will answer it this way, it would take prices materially
higher than they are now to bring about a fair return to the operator on the
basis of the present cost, but if prices were to advance and be followed that
advance by decreasing the prices for timber, and other things, still more, why,
it would be no better off than he is today, and I may say--I don't want to take
any time--but I may say as an illustration of what--we have been doing today
because we have had a shortage of tobacco at the present time.
All, then or five years on we were getting fifteen cents straight across
the board, approximately $40 a unit.

MR. RICHARDS: That was about the time when a good many of those operators
had their losses.

MR. McINTOSH: In those years and in preceding years, yes, sir.

MR. PETERSON: Do you feel that the operators paid too much for the leases, then?

MR. McINTOSH: Perhaps they did not in view of the conditions in the market and the prices which prevailed at that time.

MR. PETERSON: What I am trying to get at, Mr. McIntosh, is at that time whether or not--as developed by one of your answers to Mr. Sessions' questions, of what is your opinion as to one of the difficult situations in the industry, and what might be done to correct it, and I believe you said that the producers paid too much for their land.

MR. McINTOSH: Not necessarily the land, on the leases; the high cost of leases, based on high cost for rosin and turpentine, followed by a declining market for rosin and turpentine that made those leases unprofitable assets.

MR. PETERSON: Then, it would certainly follow that if the price of naval stores went up that difficulty would be relieved.

MR. McINTOSH: It would absolutely be relieved.

MR. SESSIONS: That is it.

MR. PETERSON: Then, you feel in order to relieve this industry the prices ought to go up?

MR. McINTOSH: Yes.

MR. PETERSON: In the ordinary course of economics, which I am sure you are familiar with, ordinarily, to increase prices--let me ask you this. There are apparently two ways to increases of prices, that is, to create a customer demand or to limit your production, isn't that so?

MR. McINTOSH: That is true.

MR. PETERSON: Then if there is no possible increase of customer demand, put it another way--the only way you could increase your prices now would be to limit production?

MR. MCCLINTOCK: Is there going to be a hearing?

MR. MCCLINTOCK: Do you have that in view of the statement in the

decree, that

MR. MCCLINTOCK: Perhaps they did not in view of the statement in the

decree and the prices which prevailed at that time.

MR. MCCLINTOCK: That I am trying to get at, Mr. Attorney, is at that time

whether or not--was considered by one of your members to be, reasonable,

or what is your opinion as to one of the difficult situations in the industry,

and what might be done to correct it, and I believe you said that the Petroleum

Code was much for that.

MR. MCCLINTOCK: Did previously the law, or the Senate, the high cost of

crude, based on high cost for newly and tetroactive, followed by a doubling

rates for ports and refineries had made since Labour Improvements.

MR. MCCLINTOCK: Then, it would particularly unless that it the price of

any others must be that difficult would be relieved.

MR. MCCLINTOCK: It would absolutely be relieved.

MR. [illegible]: That is it.

MR. MCCLINTOCK: Then, you feel in order to relieve this industry the

prices ought to go up?

MR. MCCLINTOCK: Yes.

MR. MCCLINTOCK: In the ordinary course of marketing, which I am sure you

are familiar with, ordinarily, an increase price--put on oil [illegible]. There

is ordinarily two ways to increase of prices, that is, to create a shortage

and or limit your production, isn't that so?

MR. MCCLINTOCK: That is true.

MR. MCCLINTOCK: Then if there is no possible increase of restrict demand,

is it another way--the only way you could increase that price you would be

to limit production

MR. McINTOSH: Not necessarily so, there is a third factor which has not been touched upon.

MR. PETERSON: What is that?

MR. McINTOSH: The third factor is just why that particular stock on the New York Stock Exchange without any change in its earning power or probable desirability rapidly changes its quotations.

MR. PETERSON: You mean in the sense of pools or manipulated markets?

MR. McINTOSH: Well, the markets, which if you desire to call it, are manipulated, are to stop that manipulating. This year we have apparently a market for more rosin and turpentine than we have produced. It may have been a lack of confidence or it may have been that a dealer does not have to put up the prices, he was satisfied that he could not make, we will call it, a merchandising profit, but it is very probable that the unit value could be at least five dollars higher per unit, and it would have been maintained this year. This is, of course, opinion, by just simply dealers having confidence enough to put the market up that much higher. I don't think it would have effected the consumer demand, but a very small amount, if any. Therefore, you must have traders in the market and the market, in some instances, depends upon the operations.

MR. PETERSON: Well, you said that this year the producers saw they could make an ordinary merchandising profit and they did not shove off the market.

MR. McINTOSH: No.

MR. PETERSON: What do you mean by that?

MR. McINTOSH: They apparently were satisfied with a merchandising profit, but whether they made that or not I don't know.

MR. PETERSON: You said so, they did not need to shove the market up. Is that something they can do?

MR. BRENNAN: Not particularly so, Jason is a kind fellow which has not been needed here.

MR. JASON: Was it then?

MR. BRENNAN: The third factor is just why that particular attack on the Tyne Tunnel happens without any change in its existing power or possible desirability rapidly changes its position.

MR. JOHNSON: The reason is the nature of media or complicated machine!

MR. BRENNAN: Well, the tunnel, which if you decide to call it, was complicated, was to stop that complication. This year to have apparently a number two pairs and temperatures that we have mentioned. It may have been a lack of confidence or it may have been that a dealer does not have to pay by the prices, he was notified that he would not make, he will call it, a negotiating profit, but it is very possible that the next value could be at least five dollars higher per unit, and it would have been mentioned this year. This is, of course, opinion. My just simply desires having confidence enough to get the market up that unit higher. I don't think a media have effected the answer issued, but a very small sense, if any. Therefore, for what says trader in the market and the agent, is some interest, people upon the questions.

MR. JOHNSON: Well, you said that this year the problems are they could be an ordinary manufacturing profit and they did not enjoy all the market.

MR. BRENNAN: No.

MR. JACKSON: What do you mean by that?

MR. BRENNAN: They apparently were satisfied with a manufacturing profit, I wouldn't like to put it that I don't know.

MR. JACKSON: You said so, they did not need to above the matter to get something they had

MR. McINTOSH: Did I say that they did not need to shove it up?

MR. PETERSON: You said they were going to make an ordinary merchandising profit this year so they would not need to shove the market up.

MR. McINTOSH: I did not intend to put it that way. The implication was that they were satisfied apparently with an ordinary merchandising market. Anybody with large stocks on hand or small stocks, for that matter, in any commodity, whether it be cotton or naval stores, or something else, in active trading, will have to have a market opinion, and if his market opinion is that he can make it a higher price, or can get a higher price for it, and he is bullish, he is emerging from a period of uncertainty, or depression, and we presume that with the low prices and the majority of businesses, there are very few people who think of the market and have this bullish attitude that may stimulate the market, but what I intended to convey was that if they had the nerve and had the money and had made up their mind that naval stores, rosin and turpentine, should have been five dollars a unit higher, that they probably could have made the market five dollars higher and sold approximately at least what they bought.

MR. PETERSON: How do they do that, how is that done? How do they make the market five dollars higher?

MR. McINTOSH: I know if I were charged with that duty, I would go on the Savannah and Jacksonville market, I think, provided I had a right to my individual opinion as to what the quantity was worth and what I would get out of it, I could go in on that market and bid up the offerings from day to day, as I saw fit; I could put those stocks in hand, and if I was sufficiently able to do so I could bid on these markets every day and unless somebody overbid me I would get the goods. Somewhere along the line, if my theory was well founded, I could actually get the market up

five dollars and sell my goods at some point in the rise of price, and I would begin to sell. I might even discount the market a little to sell, but I would still carry that quotation upward. At some points I would have decided I had got far enough, and I might have made sufficient profit, or sufficient losses to satisfy me, but if I were successful I would have carried the market up and if I was fortunate enough to line up in an even position I would have made a profit, an average profit on all of my transactions and I would have raised the price of the products $5 a unit, and I would not have done any harm to anybody, except I would have made some consumers pay that much more for the goods. Now, gentlemen, that is what we do on all markets, I believe, when we want it to go up.

MR. PETERSON: Now, if you had been able to do that and had the funds to do it, and you would have been able to shove that market up five dollars, and your judgment was not right, would you have been able to sell and make a profit, what you call a merchandise profit?

MR. McINTOSH: I might call it in this instance, more or less, a speculative profit.

It is better than a merchandising profit, the speculative profit on the field, and on every commodity is more or less confused. They may have a percentage of profit that we always want to get on the deal, but still they may have had a basis and they may use their average cost.

MR. PETERSON: That is, in the ordinary course of business you make an ordinary merchandising profit, and if your judgment is right and if you have sufficient funds that you can speculate in that commodity and then you make a speculative profit in addition to the merchandising profit?

MR. McINTOSH: Yes.

MR. PETERSON: Is that sort of thing done in naval stores?

MR. McINTOSH: I cannot state the facts, I can only venture an opinion.

MR. PETERSON: But, you said that you would do it if you had sufficient funds and were a distributor?

MR. McINTOSH: And had confidence in the article.

MR. PETERSON: I say you would have confidence if you knew, in your judgment, there might be an expensive demand later on.

MR. McINTOSH: Yes, just as a man would buy a share of stock or bonds, or anything else, because he thought it might go up. Of course, if he were a large buyer, his very doing of it might stimulate it.

MR. PETERSON: I think it might be interesting to develop that speculation a little bit more at which time of the year, would you make those purchases?

MR. McINTOSH: That would depend entirely upon the stock position, the apparent consumptive demand, the apparent crop position, its increase or decrease in crop. It might be in the spring, or it might in the fall or it might in between.

MR. PETERSON: But usually would it--

MR. McINTOSH: I should hardly think so.

MR. PETERSON: I was just wondering if, from this approach that we are having to this, whether you are thinking along the lines of the industry as it now functions or whether you had some idea of the developing a new scheme? I understand at the time each year that the commodity is at the lowest price, that is at the height of the season in August or September.

MR. McINTOSH: That has only been true to a very moderate degree. We have gone frequently lower in the fall, and I don't know that I ever had absolute low occur during the winter, but I have seen no little variation from the low point, which would not be worthy of note. What you must take into consideration--first of all, dealers who do any volume of business, and again I am venturing an opinion, though I have statements from them to

that effect, the figures of the stocks on hand, which lead me to believe that it is actual. They know they have certain customers that would be ready to supply their needs; they would be ready to supply their customers and a dealer who has a line of customers, I judge, values them, just as a factor values these naval stores producers' accounts. He knows that there is going to want--he doesn't know it--he probably has a line on his usual requirements, where he usually buys, and is going to carry a supply if he is able to do so, and the probable grades and quantities or in the case of turpentine keep somewhere in reserve, something where he may hold that customer, and not have him stray off somewhere else, and he would probably, and this is again an opinion, but nevertheless it is based upon statements of what I think is truly the case, that he carries these stocks in many instances even where his opinion of the market may be to the contrary. In other words, he may rather have a reasonable stock to supply his valued customer, though his judgment might be that he would probably be better off, with a lower market--that might mean, if you want to call it that, inventory loss, or clearly a speculative loss for that purpose.

MR. DELAHANTY: Mr. McIntosh, will you accord us a specific reference to any of your customers, whose unsuccessful operations, or in prior years, has been due to buying, or rather paying a too high price for a lease?

MR. McINTOSH: Do you want a specific instance?

MR. DELAHANTY: I say can you, or would you like to give the specific reference. I think it would be enlightening, inasmuch as we dwelt so much on the element of the lease cost, and its bearing upon the successful, that is the net return to the operator. I thought you might be able to give us, from your experience, without mentioning any names, particularly just as an illustration of a case of that character. Now, I will repeat the question again, if you wish me to.

MR. McINTOSH: I think I understand the question.

MR. DELAHANTY: Very well, answer it.

MR. McINTOSH: We have several who, to the best of my knowledge and belief, have gotten into financial difficulties by paying too much for timber, but there again we have that peculiar equation which some other men that paid as much, who has in some way or in some manner, whether by greater ability or by a more drastic economic management, has not entirely gone to the bad, but has managed to pull himself out of a desperate financial condition.

HARRY A. LURTON, resumed the stand:

Mr. Chairman, I would like to read into the record, as there has been comments on one or two circulars our company sent out, I would like to read into the record a circular sent out on September 11 in connection with the marketing agreement, which sets forth one or two objections to the agreement.

This letter was sent out on September 11, and was addressed to our operators.

"TO OUR OPERATORS:

"There has been called, for September 14, at 10 o'clock, in Valdosta, Georgia, a meeting of naval stores producers to discuss a marketing agreement with the Government under the Agricultural Adjustment Act which, among other things, will call for:

"1. Control of sales of gum turpentine and gum rosin but no control of production.

"2. Licensing of producers as to amount of gum turpentine and gum rosin which they may be permitted to sell.

"Our opinion is that such an agreement is not sound and would serve no good purpose to the industry. We are accordingly against any attempt to organize the producers along the lines proposed. Our objections are set forth more fully in our circular of September 2.

MR. MELLETT: I think I understand the situation.

MR. MCLAURY: Very well, sumner is.

MR. MELLETT: We have several who, to the best of my knowledge and belief, have gotten into financial difficulties by paying too much for timber, but there exists as have that peculiar equation which even others that paid too much, who has it upon why or is even sumner, whether by greater ability or by a more favorable purchase contract, like are entirely upon to the bad, but has managed to pull himself out of a dangerous financial condition.

MAJOR A. LEWIS, resumed the chair:

Mr. Chairman, I would like to read into the record, as there has been mention on one or two occasions our company does not use, I would like to read into the record a circular sent out on September 21 in connection with the cutting agreement, which sets forth one or two objections by the agreement.

This letter was sent out on September 21, and was addressed to our operators.

To our operators:

"There has been called, for September 16, at 10 o'clock, in Atlanta, Georgia, a meeting of naval stores producers to discuss a cutting agreement with the Government under the Agricultural Adjustment Act with, among other things, will call for:

"1. Control of miles of gum turpentine and gum rosin and an control of production.

"2. Licensing of producers as to amount of gum turpentine and gum rosin which they may be permitted to sell.

"Our opinion is that such an agreement is not sound and would serve no good purpose to the industry. We are accordingly against any change in

[illegible] the producers along the lines proposed. Our objections are set forth

[illegible] in our circular of September 8.

"We want you, however, to fully inform yourself on this very important question, and we urge that you attend the Valdosta meeting and hear what is to be said on the subject.

"We ask you, though, to weight carefully both sides of the question before taking any definite action one way or the other.

H. A. LUNTON,
President."

I am representing myself as a factor of some forty odd producers, who produce close on to ten thousand units. I have proxies which were not gotten through any form of coercion. The operators that ship to us are personal friends of mine, and I don't have to coerce them to get what I ask them for.

In this instance, I sent a letter out simply stating that the call had been made, and if they thought that it was to their best interests to have me represent them at this meeting, and they felt as I did, to sign the proxy and return it. That was the only effort that was made to get the proxies.

In the circular of September 2, which Mr. Langner read and wanted me to explain, I stated that I thought the producer would be better of an is without any government control. I am one of the possible new factors, or persons, who feel as I do on this particular point.

I believe that the producer does not need any government regulation or control. I believe the producer can get along very well like he is, provided certain other probably unfair practices or methods in the naval stores industry are corrected. And I believe that this correction can be made better by an agreement on their practices between the dealers, the factor, and the wood people, with the possible inclusion of some producers, who do not market through factors.

I am opposed to any form of marketing agreement. I am constitutionally opposed to collective bargaining--not collective bargaining--but cooperative

marketing. I am opposed to this particular agreement because I think it unsound in principle. I am opposed to it because the proposed allotment plan, I believe, is unsound. I am opposed to it because I think that the control committee would have autocratic powers which would not be for the best interests of the industry. I am opposed to it on the grounds of costs; that it costs the producer thirty cents a barrel and it would cost him $150,000 a year if we made a 500,000 barrel crop. That it costs the control committee 78,000 to operate, and the other money would go into research and advertising that we need, but nevertheless that would cost the producer that amount, and I think it is excessive. Those are my main points.

MR. PETERSON: Mr. Lurton, we are interested in this marketing. We are anxious to get as complete a record as we can on just how the market is in Jacksonville.

MR. LURTON: Mr. Peterson, I don't know a thing about the Savannah market. I am a factor in Pensacola which I am, sir, under contract, I sell under contract.

MR. PETERSON: All under contract?

MR. LURTON: Yes, sir.

MR. PETERSON: At what market price?

MR. LURTON: On the Savannah market price.

MR. PETERSON: Then, of course, you would be interested in that price.

MR. LURTON: Sure.

MR. PETERSON: Do you understand just how that price is arrived at in that market?

MR. LURTON: In a way, yes, sir.

MR. PETERSON: I wonder if, just as a matter of interest, interest to the record, you would explain just a little bit how that works.

MR. LURTON: Well, as I understand it, the factors put on the Board of Trade the offerings they have to the dealers, and still the bids are made, and ordinary, - the highest bid gets it. If the factor wants to sell it, and I think that is the general practice, as I understand it. As I stated before, I am not familiar with the methods of the Board of Trade.

MR. PETERSON: Of course, that vitally affects you.

MR. LURTON: We are affected to the extent that we take the Savannah price on our contracts.

MR. PETERSON: That is, your whole livelihood is determined on the price in the Savannah market.

MR. LURTON: Yes, I think there could be much improvement in the sale.

MR. PETERSON: Would you state for the record how it would work?

MR. LURTON: No, sir, I would not, because it would take sitting down across the table with people who are vitally interested in the ways and means. I would not tell you this openly -

MR. PETERSON: Would you say, in general, that it ought to be a free market?

MR. LURTON: Yes, sir.

MR. PETERSON: It ought to be an open market?

MR. LURTON: Yes.

MR. PETERSON: Would you explain what you mean by an open market?

MR. LURTON: Personally I would like to see everything move over the Savannah Board of Trade Market. From our angle in Pensacola, I think it would be better if any kind of a fair practice agreement could be made where such an agreement could be included.

MR. PETERSON: In the definition of "open free market" would you say that this might be correct, it is a market for a free -- where a free buyer operates

over against a free seller, independent of each other?

MR. LURTON: Yes, sir.

MR. PETERSON: And you feel that the best interests of all concerned would be served by such a market?

MR. LURTON: I think so, yes.

MR. PETERSON: And do you maintain that that is not the market you have in Savannah?

MR. LURTON: I don't know.

MR. PETERSON: You are a factor, Lurton & Company?

MR. LURTON: Yes, sir.

MR. PETERSON: Are any dealers interested in your company?

MR. LURTON: Yes.

MR. PETERSON: Then, that price in so far as the Savannah market is concerned, and you are concerned, you are not able to really say whether there is a free market there or not, are you?

MR. PETERSON: I don't know, we only take the price based on Savannah, after twenty-five percent of the offerings are sold.

MR. PETERSON: If an individual operating on the Savannah market, or a distributor operating on the Savannah market is vice president of your company, as a factor, would you say that that was a free market?

MR. LURTON: Why, I should not think that would have anything to do with it, if he was operating.

MR. PETERSON: But I believe you said a moment ago that your idea of a free market was where there was not relationship whatever between the buyer and the seller?

MR. LURTON: No, I did not say that and you did not ask that question.

MR. PETERSON: What was your definition of a free market by way of fair -- would your definition be where a buyer is a free and independent person operating over against a fellow who is a free and independent person?

MR. LURTON: Yes, sir.

MR. PETERSON: Do you feel that you, the Lurton Company, as a factor, your merchandise is offered freely and independently as against the distributor, when you have a distributor who is the vice president of your firm, who is a factor?

MR. LURTON: We have no distributor who is vice president of our company? There is, that is, a distributor.

MR. PETERSON: Is Mr. Weibert of the Antwerp Company a distributor?

MR. LURTON: Yes, sir, he is a factor.

MR. PETERSON: And is the Antwerp Company a distributor?

MR. LURTON: It is.

MR. PETERSON: Is he associated with that company?

MR. LURTON: I don't know.

MR. PETERSON: Is he the president?

MR. LURTON: No, Mr. Winston is president and Mr. Winston stays in Savannah and Mr. Weibert stays in Jacksonville. As far as I know, Mr. Weibert has nothing to do with the marketing of any of the Antwerp Naval Stores Company.

MR. PETERSON: Is he associated with the Antwerp Company?

MR. LURTON: I think so.

MR. PETERSON: In what position?

MR. LURTON: He is the treasurer, I believe I heard him say here.

MR. PETERSON: Would you care to offer any suggestions as to how that market may be made free?

MR. LURTON: No, sir, I would not undertake to offer anything here. I think it should be worked out.

MR. PETERSON: You think there is a possibility of it being worked out?

MR. LURTON: Yes, sir.

MR. PETERSON: You think it might be worked out as an association of the interested parties who market this product?

MR. LURTON: I think if the wood people and the dealers and the factors and maybe some of the producers who are not selling through factors that together they could work out an agreement that would materially affect the situation.

MR. PETERSON: You feel that all three groups ought to get together and sit down and work out a better method of merchandising their product.

MR. LURTON: Yes, sir.

MR. PETERSON: And you don't think the marketing agreement would do that?

MR. LURTON: I do not.

MR. PETERSON: What kind of an agreement do you think might do that?

MR. LURTON: I think a fair practice agreement to eliminate some of the unfair practices which probably have crept into the factor's business and the marketing end.

MR. PETERSON: Would you care to state at all which those are, what those unfair practices are?

MR. LURTON: No, sir, I don't care to make that statement, because it is just generally.

MR. PETERSON: But there are some unfair practices?

MR. LURTON: I feel there are, yes, sir.

MR. PETERSON: But you continue to operate over that market?

MR. LURTON: Yes, sir, because we get, I think, as good a price as anybody gets. Of course, there are two factors at Pensacola and we both operate on the same working agreement, one with the Columbia Naval Stores Company and one with the Antwerp.

MR. PETERSON: Could you just briefly state, is your price that you get in Pensacola based on the Savannah market, or is it on the Jacksonville market?

MR. LURTON: No, sir, it is based upon the Savannah market.

MR. PETERSON: Is there any particular reason why you deal in the Savannah market as over against the Jacksonville market?

MR. LURTON: No, it has just been a custom for years with us and with the factors at Pensacola.

MR. PETERSON: I thought it would be very valuable if you would care to help us in any way.

MR. LURTON: I don't feel competent to make any suggestion here as to the possible method of working out an agreement, but I believe one could be worked out.

MR. SESSIONS: Mr. Lurton, I think, just for the purpose of clarifying the record on one point, it may be cleared up, I think -- one of the questions that Mr. Peterson inquired into was one with reference to the Lurton Company being a free and independent agent over against a free and independent buyer on the one side, and I think previously in your testimony you referred to the fact that all your transactions were by private contract and exclusive of the Board of Trade.

MR. LURTON: Yes, sir.

MR. SESSIONS: Consequently, that should be cleared up for that reason, that is, a free and independent agent over the Board of Trade is not strictly relevant.

[52]

MR. LURTON: I thought he was asking a hypothetical question.

MR. SESSIONS: I did not understand that. I understand he referred to the fact that it was his understanding that perhaps there was some of your receipts, were on the Board of Trade, and it was my understanding that you did everything by private contract.

MR. LURTON: No, there are none offered over the Board of Trade. They are offered at Pensacola at prices for that day.

MR. SESSIONS: So the reference to the independent buyer and seller had no reference to it whatsoever?

MR. LURTON: No reference to it whatever.

MR. SESSIONS: That was a hypothetical situation.

MR. LURTON: Yes, sir.

MR. PETERSON: I thought, Mr. Sessions, we continued the questions as to the Savannah market, because the prices on his contracts are based on the Savannah market, and therefore he would be more or less vitally interested in that market.

THE PRESIDING OFFICER: Does anyone else care to oppose this particular marketing agreement?

MR. REESE: Mr. Chairman, and gentlemen. I think it might be helpful for me to say a few things in rebuttal, if I may use that word, of the statements that have been made on behalf of the proponent.

Of course, it is easy enough to deal in generalizations, and sometimes, perhaps, generalizations give a more accurate picture of a situation than exist in specialization. But I thought you gentlemen might be interested in some figures that I can remember almost accurately with reference to one operating place in which I am interested, and of which I am president.

At the commencement of this year, that place owed a fixed indebtedness of nearly $20,000, and owed some $1,200 in taxes and we had to borrow an additional amount to provide what we call winter expenses; that is, provide the expenses incurred during the nonproductive season, during the season -- the dry season it is termed, and my recollection is that the peak of our indebtedness during the year was increased to $23,000. Today we owe $10,000. Now, approximately $3,000 of that was liquidation. We sold a piece of land, strange as it may seem, we did, and we collected a debt that we had been carrying as a loss for some years, and these two items amounted to about $3,000.

Now, in the bookkeeping record, the probability is that we have not made any money this year, because when we charge off our timber depletion, which is done upon a scale established by the United States Income Tax Department, and if we do not take it this year, we do not take it. We have to take it this year. Whether we make a gain or a loss, we have to take it, and so that when you charge off the depletion of timber, depletion and the depreciation of the personal property, and items of that sort, the probability is that we will show very little, if any, profit for the year. But, we have not lost money, and we have increased our labor in May and we increased our labor again in August, and we increased our labor again in November, just here in the last few days.

THE PRESIDING OFFICER: You mean you increased their wages or the number of people employed?

MR. REESE: I mean the wages.

MR. PETERSON: Mr. Reese, would you care to state what you are paying your various grades of people now?

MR. REESE: Mr. Peterson, I wish I could, but I cannot remember figures of that sort. I asked my manager for two or three weeks and he tells me --

MR. PETERSON: I am sure that that would be extremely interesting to many of the producers here who have not been so fortunate. It would be interesting for them to check off as against the figures they are paying their employees against what you are paying.

MR. REESE: It might be hard to figure, because one producer may use a smaller type of barrel and in order to get a base for dipping you have got to know the size of the barrel each producer uses, and when they are different you have to make a calculation.

MR. PETERSON: Do you use the 38 or the 50?

MR. REESE: I think we use the smaller barrel.

MR. PETERSON: That is quite prevalent in the trade, isn't it?

MR. REESE: My impression is that the large barrel is the more frequently used now in our section.

MR. PETERSON: I wonder, if before the record closes within ten days, or I would request that you put into the record the wages that you have been paying your various people now, and if there are any variables or differentials which you think might clarify the situation add those too.

MR. REESE: I think this perhaps will serve the purpose, I think I can recall what our manager stated to me over the last Sunday.

MR. PETERSON: I do believe, Mr. Reese, it would be better to have it actually, since you have stated the other figures so accurately.

MR. REESE: Well, I stated these in round figures.

MR. PETERSON: I will repeat that request, that within ten days you give us that information.

MR. KEMP: Mr. Chairman, I was going to suggest that we have a short recess and let the members look at the figures that have been presented.

MR. MCCLINTOCK: I am sure that would be extremely interesting to many of the members here who have not had an opportunity to look at their employee census data for some time.

MR. CHAIRMAN: It might be hard to figure, because one employee may be a college type of person and it might be not a bona fide difficult job here to know the size of the payroll each member pays, and when they are different we have to make a calculation.

MR. MCCLINTOCK: Do you use the SS or the W2?

MR. KEMP: I think we use the quarter payroll.

MR. MCCLINTOCK: That is quite prevalent in the trade, isn't it?

MR. KEMP: My impression is that the large payroll is the more frequently used one in our section.

MR. CHAIRMAN: I wonder, if before the record closes within ten days, we would request that you put into the record the method that you have been putting in your various people now, and if there are any variation or discrepancies that we might clarify the situation and those too.

MR. CHAIRMAN: I think this perhaps will serve the purpose, I think I can tell that our company started in to pay the last Monday.

MR. MCCLINTOCK: I do believe, Mr. Chairman, it would be better to have finally, since few have started the other figures so recently.

MR. CHAIRMAN: Well, I should think in normal figure.

MR. MCCLINTOCK: I will imagine that's correct, that within ten days you give us that information.

MR. REESE: I have no objection to giving you that information, Mr. Peterson, but these demands on my time are rather exacting. I have not that information at my office.

MR. PETERSON: Will you get it?

MR. REESE: I will have to see my manager and he will have to go to Brunswick. The books are kept in Brunswick, and he probably has records. I cannot get it for you -- I can get that for you next week, within the days, if my engagements are such as they will permit me to do it, but I don't know whether I will be at home one day or two days within the next ten days.

MR. PETERSON: We have made the request for that in the record.

MR. REESE: I will comply with the request if it is made. I thought you were requesting it as a favor to you.

MR. PETERSON: Oh, no, it is so important.

THE PRESIDING OFFICER: Can you do that, Mr. Reese, without any difficulty?

MR. REESE: I will try to, Mr. Chairman. If it is a request of the committee I will do it, of course, at whatever difficulty or inconvenience it may be.

Now, I don't see how anybody can disagree with Mr. Wilson's statement that the interests of the factor and the producer are identical, when it comes to a matter of price for the producer's product.

Mr. Langner undertook to show that perhaps a factor would have a motive in wanting the producer to make more stuff and get the same money for it, rather than to make less stuff and get the same amount of money. The one thing that he mentioned that might account for that was the wholesale business that is done for factors. Mr. Kayton explained to you how the Carson Naval Stores Company operates its wholesale department. The Downing Company operates quite a large wholesale department, wholesale supply department. At one time it had the

largest grocery business, I was told, south of Macon, I think. That was some years ago before the advent of the chain store. The company at that time had perhaps half a dozen traveling salesmen and sold goods all over south Georgia. With changing conditions in the mercantile business, that part of our business is gone. We still run the wholesale business, and in normal times we showed a profit from the wholesale business. It is quite an accommodation to our customers, because they bring their products -- their trucks are brought in loaded with turpentine and rosin. The rosin yard is here (indicating) and there is a street here and the warehouse is just across the street. When the trucks unload the rosin and turpentine, it goes right over to the warehouse and gets what groceries they may need, and even where the producer does not own his own truck, and I think most of them do own trucks, they bring the turpentine and rosin into the market, and that is done by common carriers. Even where they do not own the trucks in a particular case, they have an arrangement whereby the man who hauls the stuff to market carries back their supplies without charge. That is just a concession that the truck owner makes to the producer in order to get this business, and that has helped out considerably, of course.

Now, I think if Mr. Langner knew a little bit more about the naval stores business--I don't know a great deal about it myself--I think he would realize that would -- with the low level of prices that has existed for several years past, the bad step that you make comes pretty nearly wiping out whatever profit you might have or that you otherwise would have in your wholesale department, so that is not and it cannot be, in the very nature of things, any improvement -- any inducement to persuade a factor to take a position on this thing, this matter that is before us, that is, against his producers' interest, assuming that the factor was capable of doing that. I find it hard to assume.

We have a situation, therefore, where those who advocate this agreement did it in a different way than those of us who oppose it. That is all there is to it.

I am not going to discuss at length detailed objections to it. I think they have been pretty well covered. I just want to mention one thing that I believe has not been mentioned, and that is that with the lateness in the year at this time, and the time that must necessarily pass before you can put into effect this agreement, I simply do not see how it can be made effective for 1934. Producers cannot wait until after Christmas to make their arrangements for winter advances, to come in and agree with the factor on how much production they are going to make and how many crops, rather, they are going to make next year.

MR. PETERSON: You said you did not see how this could possibly be put into effect in December or January. Do you feel if the agreement which you drew up in July, if it were developed and put into effect, might have been in effect in time for next year's crop?

MR. REESE: Well, when that was done it was hoped that we would get on it and it would come into effect and would become effective in October.

MR. PETERSON: Is that agreement materially different than the one we are discussing today?

MR. REESE: May I ask what the purpose of that question is, Mr. Peterson?

MR. PETERSON: I understand the agreement which you worked on in July, and I believe it is also right that you were a proponent of that agreement and now I understand you are an opponent of this agreement.

MR. REESE: I am very glad that you have asked the question, because I want to correct a mistake you have made. What happened was this: The factors had two or three meetings, and at the meeting before this--you term it an

agreement, it was not an agreement, it was a very rough draft, merely as a nucleus upon which to work, something to lay before us who were to pass upon it.

MR. PETERSON: It was in the nature of an agreement. Was it the rough outline of an agreement or a code or a contract?

MR. REESE: It was intended as a basis upon which to work and it served us that purpose, to work out, to see if we could reach a meeting of the minds on it. It was in form an agreement, but, of course, a rough draft of an agreement, a proposed agreement like this is a proposed agreement, and it has been revised, I think--I would not undertake to guess how many times.

Now, Mr. Chairman, if there is any question about my position with reference to that agreement, I wish to pray your indulgence, to file, as part of the record, a copy of a letter which accompanied it to whom it was sent.

THE PRESIDING OFFICER: Mr. Reese, again I want to say I am at a loss just about this particular instance.

MR. REESE: I am too, Mr. Chairman.

MR. PETERSON: I would repeat my question, Mr. Reese. If, in your mind, this agreement that is before us now is materially different from the rough draft of the agreement which you worked on in July.

MR. REESE: Oh, yes, it is quite different. In the first place, that rough draft dealt with the four branches of the industry, the producer, the factors, the distributors, and the manufacturers.

MR. PETERSON: Your relationship with that agreement was as an attorney drawing the agreement?

MR. REESE: No, but of course I am an attorney and you cannot disassociate yourself from yourself, Mr. Peterson, but I was not under employment at all; it was just a contribution that I was making.

MR. PETERSON: To aid the industry?

MR. REESE: To help, yes, sir.

MR. PETERSON: You are making a contribution as an opponent to this present agreement.

MR. REESE: I am, yes. I hope that is clear after three days.

MR. PETERSON: I wonder if you could explain if there is any material similarity between this agreement, why you were a proponent of the earlier agreement and an opponent of this one?

MR. REESE: Why, did I say I was an -- that I was a proponent of the first one? I was not a proponent of it.

MR. PETERSON: You were the constructor of it.

MR. REESE: I think I explained it, Mr. Chairman, quite fully what happened. In the letter, Mr. Peterson, that I wrote, I made it clear, or I tried to make it clear, but I won't say I made it clear, because sometimes a man tries to make something clear and fails. In the letter that I wrote I tried to make it clear that it was suggested, merely, and that I was not permitting myself or committing my company to all of this or any part of it. It was just something to try to build upon, and we continued to work on it, and I continued to undertake and cooperate in the movement until late August, when after a visit to Washington, as a member of a committee from the factors, it just seemed to us, I mean it seemed to me and to other members of the committee, that it was a mistake to go on with it; that we could not put it in shape. All of us had agreed that if we could get something that was fair and practical, let us say there was something fair and practical and effective, we would agree. We made the effort. I never worked harder and more earnestly in any effort in my life than I did in that effort. We could not get going on anything that seemed to be fair and equitable and practical

and effective, and that is the reason I am opposing it. Now, is that clear?

MR. PETERSON: Quite clear.

THE PRESIDING OFFICER: I suggest that Mr. Reese be not further interrupted and that point can be covered quickly.

MR. REESE: Of course, I don't know nearly so well, as you gentlemen do, what the operation of the system in perfecting an agreement is, but ten days at least will have to be allowed before the record can be closed for the filing of briefs. After that the record will have to be reviewed by those charged with the responsibility of making the petition. After that, if the agreement were authorized, there would have to be sent out--I mean there would have to be the appointment of the control committee; the control committee would have to organize and it necessarily would be some time before it could begin to function. Now, the point I have just tried to make was that this thing, these producers are at the season of the year now when they have got to make their arrangements for next year. It leaves both the producer and the factor in a very awkward situation. If we, as factors, go ahead and deal with our producers upon the theory that they will be permitted to operate the present croppage, or to keep or maintain their places to the present standard of croppage, and then this agreement should become effective and their production should become effective and their production should be reduced, it would be a most awkward situation, and would tend really to create almost a chaotic condition, it seems to me, in the industry.

Mr. Chairman, I do want to say the factors who are opposing this agreement have proxies from the producers they represent. Usually, it is -- now, shall we file them here or shall we send them on to Washington?

MR. PETERSON: Well, that is --

THE PRESIDING OFFICER: If you have them I suggest you file them.

MR. REESE: We are filing also a tabulation from that in triplicate, listing the names and number of units. The only reason that it might be better to let us forward them is that certain proxies have been received since those tabulations have been made up and we could make cleaner tabulations by forwarding them within the next day or two.

THE PRESIDING OFFICER: That would be all right.

MR. REESE: Now, there is one other thing I thought should be cleared up. At the time that the form of proxy which we used was prepared, the last draft of the agreement that we drew fixed the production, I mean fixed the rights to vote on the agreement, upon the production for the trade year ending March 31, 1933. You will recall that, Mr. Sessions, that was the shape in which the agreement was in and was sent to you, I think.

MR. SESSIONS: I am sorry to say I do not recall that. It is a matter of record, though, I am sure.

MR. REESE: Well, at any rate, I noticed that the form of proxies sent out by the proponents of the agreement used the calendar year 1932. Now, I don't think there is a great deal of difference between the production for the calendar year 1932 and the production for the trade year from March 31, 1932, or from April 1, 1932, to March 1, 1933, but the tabulation in our proxies--I mean the number of units stated in our proxies have been filled; the blanks have been filled in and the number of units made for the trade year ending March 31, 1933. Would that make any difference?

MR. SESSIONS: I can't see that it makes the slightest difference.

MR. REESE: Mr. Chairman, it occurs to me that it would be well for the committee to have the benefit of a certified statement from each factor engaged in business, giving the production for the year, either the calendar year 1932 or the trade year ending March 31, 1933, as the case may be, because whether

these proxies may be filled in--I mean not only ourselves, but the other proxies may be filled in by the producer himself, and it will frequently happen that it is not accurately filled in, and I request that be done, that that request be made of the factor.

THE PRESIDING OFFICER: Just what do you want us to do there now?

MR. REESE: I think in order to vote on this proposition, I ought to ask whether or not the agreement will be authorized.

THE PRESIDING OFFICER: Well, that might have in the way of showing the numbers that were in favor or against it.

MR. REESE: To illustrate what I have in mind, gentlemen, since I have been in Jacksonville I have received three proxies where the producers undertook to fill in the blank for themselves. In every instance it was filled in erroneously; it was filled in in each instance with some forty or fifty more units that the producer made. Now, we had to leave that proxy as it was, but we had to make a change on our books. I desire not only on behalf of the opponents of this measure, but I am sure I speak for the producers and factors generally, to thank you very much for the kind and patient and considerate way in which you and the members here of your committee have conducted this hearing.

THE PRESIDING OFFICER: Thank you.

MR. SPEH: Will you give us a little information at this time?

MR. SESSIONS: Mr. Speh, one of the amendments which was offered in the proposed agreement related to the setting up of an agency which would have as its purpose the conducting from time to time of advertising for the industry and of the carrying out of research in naval stores for the general purpose, first of all, of developing new consumptive channels for naval stores through research, and then extending the potential and existing market through

advertising, and it was suggested at that time that sometime in the course of the proceeding we would hear from you as to the advisability and potentialities involved in such an agency.

MR. SPEH: Mr. Sessions, I think it would be rather conceited to feel that I could answer as to the possibilities. I could probably give some thoughts on it, and that is as far as I dare go.

MR. SESSIONS: Well, if it would be conceited on your part to offer this, it is quite presumptious on my part to request it, so we have a neutral cancellation, and I will appreciate your offering it.

MR. SPEH: As an illustration, or let me preface it this way:

There are several types of research, production research, market research, and so-called chemical research.

Production research would, of course, have as its object the carrying on of studies with a view of developing better, more economical methods of producing the products which have been mentioned in the course of this case, or in the case of gum turpentine and gum rosin, you have to take into consideration conservation of forests, forest protection, and so on. I believe that that type of research is well on the way today. It has been looked on as somewhat of a government service, and I think the United States Forest Service and the United States Bureau of Chemistry is carrying out work of that kind, so that I would say in general, production research is provided for.

Market research. The industry has once or twice made attempts to carry out such a study, but I am ashamed to confess it has not given the support of the encouragement to those people who did attempt to carry on the study, namely, the Bureau of Foreign and Domestic Commerce. I believe that was the Bureau--at least it was in the Department of Commerce. That was supposed to be one

of the needed foundations upon which to build a program of economic research. That, by all means, should be done. Let us know definitely what industries use rosin and turpentine; what functions rosin and turpentine have in these industries and what volume each of these industries use; what has been the trend of consumption? What has been responsible for any change in that trend? If an increase in any particular industry has been apparent, why has that increase or decrease occurred? That to my mind is very important and should be done.

Then you have the other type of research, the chemical research.

I rather feel like a school boy when I discuss that, when I know that Mr. Nash and some of these other gentlemen are here, and I am sure they will bear with me if I just simply give some thought on it.

There is very little known -- I will put it rather comparatively little known about the chemical and physical properties of these products. We can find something in text books about turpentine and possibly more than we can find about rosin, but there has been very little real work done in the way of developing information which should be used as applied research.

To be sure there has been some products developed from turpentine, such as anythetic camphor, terpene hydrate--I understand in France they have developed terpineol from turpentine and possibly other minor chemicals, but it has always seemed to me that with a product of this nature, about 92 percent of which was a definite chemical, that it would not be a wide stretch of the imagination to picture building up an industry with that raw material along the same lines that have been built up with coal tar. They have built up a synthetic product in industry, that the research chemist can say to us for the present time.

The industry has done very little, compared to what it should do, in actually developing the real functions of turpentine or any paint thinner in a paint or varnish. Some work was done, and we have every reason to believe that there is sufficient indication that turpentine serves as a very valuable constituent in paint or varnish where it is a question of purity. I believe that could be developed to the proper end through the proper type of research, and if so laid before the public, stressing that as an inducement, that paint used with turpentine, or turpentine used with paint, instead of a substitute, such as mineral oil, or the mineral oil types, that we could widely extend our market.

Dad Werneicke said some years ago, and I believe he was correct, that if only turpentine was used as a paint and varnish thinner, this country could only produce ten percent of the requirements. Therefore, it would look as though we would only have to go there to get a great amount of business. It is a field open to us. We have done nothing to bring back to us that market which was the household market.

There are quite a number of producers still remaining here and I daresay if you will ask them to hold up their hands if they have a bottle of turpentine at home in their medicine cabinet, there would not be ten percent here who would say they have, and one of those producers probably eighty percent. They would say that they have a bottle of mercurochrome there, and we have evidence to show that mercurochrome is far inferior to turpentine as a disinfectant, and we don't believe in it ourselves apparently. That is just one of those things that the industry has failed to do. We have a splendid market waiting for us for turpentine put up in available package form to fill that household market. Research should be done in developing this use for turpentine, possibly of a limited nature.

When we come to rosin, I think there is still less known of rosin. I want to qualify that by admitting that undoubtedly the well-equipped laboratories have some solvent plants, have probably information there which they have not made public, some of which is going to be covered by patents. Of course, that information will be available to them only. So I think we should bear in mind, of course, that there is information being developed.

All of us, I think, can easily recall that type of varnish which, if you left a glass of water standing on it, you would have a white ring there, and if you hit it it would break off. That was the old style rosin varnish. Rosin stood in such bad grace then, that one of the big paint and varnish companies had a trade name "Nisoron" which spelled Rosin backwards, so it showed in what bad repute rosin was as a paint constituent.

A research chemist came along and found that in order to help this situation he could use tung oil in varnishes and then rosin would not peel. So not what the industry itself did, but what a manufacturer-consumer did, in order to avail himself of this material, opened up a vast new market for rosin. Then, they developed rescerin, which was a combination of rosin and glycerine, and some of the best turpentine varnishes are of that type. That shows you what research can do.

I am confident that the research chemist can take our rosin of today and can find out the cause of its low melting point, and can find out the cause for other changes which occur, and develop a higher melting point in rosins and have a rosin which will successfully compete with the different types of high priced synthetic rosins on the market today. There is a field in the plastics, and that field is probably just in its infancy. With rosin such a cheap raw material, undoubtedly it can stand a number of pounds pressure before it reaches the comparative stage.

Rosin also goes into the soap today. It goes chiefly into yellow soaps. It is considered an inferior material because it is soft, it gives the soap the slightly more difficult rinse off than some of the tallow soaps or some of the oil soaps, and it is generally used with the low grade tallows and so, as a general rule, it has been confined to the lower priced soaps.

I think it is entirely possible to remove the low type of compounds in rosin known as resene, which, to my mind, account for some of the undesirable properties of rosin in soap, and give to the soap maker a raw material which will give a much better soap, one which will not deteriorate on exposure, one which can be converted into a soap flake and will not mat down in the package. That calls for research.

The research chemist is today engaged in trying to find out if he can obtain better efficiency from rosin as a paper size. They have developed newer methods for using rosin for that purpose, and I am told they are procuring very satisfactory results by using considerably less rosin to make size sufficient for sizing a ton of paper pulp. Out of this may come not a decrease in the total consumption of rosin for paper size, but possibly an increase, because rosin may be able to replace a certain amount of the glue size in that use.

Furthermore, -- if I am wrong I wish Dr. Fietch would not hesitate to correct me on that. So I think that while we may have a temporary decrease in the consumption of rosin in that field, I feel there is a chance that it may result in an increased consumption later. It may be that this same resene is accounting for the undesirable properties in the size.

Foundries cores, linum and all those, offer a field for the improved study of rosin. I don't suppose foundries cores could be tremendously extended, but possibly the raw materials can be made much more attractive to the user.

I know I am not capable of mentioning all the other uses, but I do like to think of rosin as furnishing possibly the cheapest, almost the cheapest,

if not the cheapest, organic acid available today, and with that as a starting point, it certainly ought to be an inducement for research chemists to work on this raw material.

Now, gentlemen, the manufacturing consumer or the research chemist is not anxious to do it and it does not form an attractive problem to him to spend time in trying to develop a raw material, the future of which is not certain. Be assured that there is going to be a permanent supply, an adequate supply of this raw material; that it is going to be available at reasonable cost, before he is interested in trying to see how it can be developed for his own purposes.

I think that that is not the reason he should be interested in forest conservation, in better methods in utilizing these trees.

Advertising--I have to pinch myself so I won't talk too long on that feature.

Somebody said that the industry does not sell rosin and turpentine. I have gone further than that and said I don't believe the gum turpentine and gum rosin man has ever sold a barrel of rosin or turpentine; that they have shipped it on orders based entirely upon price. I don't believe they got out sales effort in pointing out its relationship to the present price as a whole, and I may be mistaken and I hope I am.

This industry is not to blame for that. Possibly the average producer looks upon his product as having gone into consumption as soon as it reaches the port. He has no further consideration and no further interest. He does not try to put his products in a form acceptable or presentable to the consumer. That has to be improved.

When we come to the advertising, however, I want to say this: If we can develop information, convincing information that there is a superiority in

turpentine as a paint and varnish thinner, and pass that message on to the public, we can certainly sell every drop of turpentine we can make, and at a price possible to produce.

Gillette razors, Schick razors might not need to advertise those products, but they are still on the market and selling at $5 and selling plenty of them too. Still, you can go out and get a razor for nothing if you buy a package of blades. That is salesmanship, and advertising. The people apparently see something in the razor that they do not get in the cheaper razor. Gentlemen, we can do that in turpentine and increase the sales for paint and varnish thinner. We can have it available in attractive package form in our chain grocery stores and the housewife will come along and pick it up with a bottle of milk or insectpowder, and we can move tremendous volumes that way.

Why hasn't it been done? Possibly because the industry has not appreciated the value of advertising and research making for progress. The industry has not appreciated it, but if this industry does not do something it is certainly going to continue to see its products shoved aside every time there is a material price rise, and there is going to be an increased resistance on the part of the consumer unless competing materials have a similar price rise. So, I would strongly recommend that any regulation or any amendment that is being given consideration, which would permit or encourage the industry to find some way of carrying on research in advertising, that it be acted upon favorably.

MR. WILSON (resumed the stand):

MR. PETERSON: I wonder, Mr.Wilson, as a practical naval stores man, and as a man representative of the industry, if you would state for the record the final deadline, the date in which the producers must, the last date on which they must begin making arrangements with factors each year.

MR. WILSON: I would not like to give a deadline date, Mr. Peterson. I stated, I think, yesterday, that it would be possible for producers to somewhat increase their production for the ensuing year by February 15. They could not wait that long to make all of their arrangements by any means, in my opinion. They could make some changes up to that time.

MR. PETERSON: By February 15.

MR. WILSON: They could not wait, however, that long to make their arrangements for their entire year or their entire winter's work.

MR. PETERSON: It would be necessary, of course, for them to make financial arrangements a little earlier than that.

MR. WILSON: Considerably earlier, not only their financial arrangements. You could not go out and buy such timber as you want or as little as you want, just exactly as you want it. It will require sometimes considerable trading and swapping around in the course of the transaction.

MR. PETERSON: You think the final deadline for making financial arrangements would have to be sometime around the first of the year of each year?

MR. WILSON: I should say that if nothing were done before that time and there were no idea in the minds of the producer and the factor as to how much each individual producer was to make during the next year, that the 1st of January would be the deadline, and later than would be practical.

MR. DELAHANTY: Mr. Wilson, after January 1, then, it is conceivable that an operator might take severe losses of an agreement of this character came in or or about February?

MR. WILSON: Entirely conceivable if they made an allocation, yes.

MR. MILLER: I would not like to give a deadline date, Mr. Peterson.
I should, I think, reiterate, that it would be possible for producers to
request license fee payments for the coming year by February 15. They
would then have time to make all of their arrangements by May 15th, in my
opinion. They would make some changes by that time.

MR. PETERSON: Mr Chairman?

MR. MILLER: They would not wait, however, that long to make their
arrangements for their coming year or their cable relief's work.

MR. PETERSON: It would be necessary, of course, for them to make
financial arrangements a little earlier than that.

MR. MILLER: Obviously earlier, not only their financial arrangements,
but they would go to and buy much higher or for most of as little as they
had possibly as far back it. It will require maximum consideration during
the merging period in the course of the transaction.

MR. PATTERSON: Can make the final deadline for having financial
arrangements would have to be something around the first of the year of next
year?

MR. MILLER: I should say that it nothing more than before that time
if there were no line in the minds of the producer and the fixer as to how
much each individual producer was to make during the next year, that the in-
formation would be the deadline, and later than would be unrealistic.

MR. PATTERSON: Mr. Miller, after January 1, then, it is unrealistic
to expect more than seven times or the allowance of this character
time in or or about February?

MR. MILLER: Entirely unrealistic if they make an allowance, yes.

A. GORDON CASSELLS, of the Cassells Company, factors, Savannah, Georgia, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

I just want to state in a few words my position as a factor on this subject.

I have not advanced any money yet or made any arrangements with any of my customers who lease timber. I have told them repeatedly they would have to wait until we found out whether they would be permitted to work their timber. They don't know what to do. I don't know how much money to arrange to let them have, because I have no knowledge as to how many cups they are going to be permitted to use, and it is getting very critical. I do know of some cases where timber has been leased. I have a customer in my office, he was in last Friday, who said that one of his operators, one of his neighbors, had paid twenty cents for 490 acres of timber and was already hanging the cup last week. Now, we have not entered into that at all and I am embarrassed as to what to do. Therefore, it is important we shall know as soon as possible.

(At 10:50 p.m. the hearing was then adjourned by the Presiding Officer until 8:30 o'clock tomorrow, Wednesday, November 23, 1933, at the same place.)

DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

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In Re :

A Public Hearing upon a Proposed Marketing Agreement submitted by the American Gum Farmers Association with Reference to the gum rosin and gum turpentine industry, held under the direction of the Secretary of Agriculture. :

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Hearing held at the Mayflower Hotel, Jacksonville, Florida, on Thursday, November 23, 1933, at 8:30 a.m.

Present:

John T. Pearson, Esq.
Presiding

(Hearing Resumed)

THE PRESIDING OFFICER: I believe it was the plan this morning to hear from the wood turpentine and wood rosin people; those who use the steam solvent process. Are you ready?

J. H. McCORMACK, of Pensacola, Florida, representing the Newport Industries, manufacturers of wood naval stores, and also representing the Steam Solvent Naval Stores Manufacturers Institute, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

I wish to state that the interests I represent do not favor a marketing agreement, because we do not believe that such an agreement will solve present problems nor be conducive to the future constructive growth or development of the industry as a whole, nor the specific branch of the industry which I represent.

We will present a brief within the specified time setting forth our objections in detail. We believe it possible to formulate a practical trade practice agreement which will be equitable to all branches of the industry. We are desirous of joining with all other branches of the industry in the formulation of such a trade practice agreement.

I might state that the Steam Solvent Naval Stores Manufacturers come under the N.R.A. We are elected to voluntarily comply with the present reemployment agreement. We formed an association and filed a code of fair competition. The Steam Solvent Manufacturers Institute represents approximately at least 85 percent in volume of turpentine and Steam Solvent wood stores.

As I previously stated, we propose to file a brief in support of our objections to a marketing agreement. We were not mentioned in the present marketing agreement, except by amendment, which amendment was introduced very recently since this hearing has been conducted, or since this hearing

has been in session. We expect to support our objections with facts and figures with reference to the industry, which facts and figures are not all available to us here at this time.

I am very glad to answer any questions that I can, in the absence of such data at this time.

MR. SESSIONS: Mr. McCormack, I would be interested in asking just a few questions, and you can elaborate just to the extent that you can, offhand. One thing, roughly would you say that the consuming channels of the products by the Steam Solvent process are analogous to the same channels of the producers in the gum producers or division?

MR. McCORMACK: To a large extent, yes, although I might qualify that by saying that-- that is true, because the chemical identities, as you might call them, in rosin and turpentine, are essentially the same in both wood turpentine and rosin. There are variations. Of course, in addition to turpentine and rosin, the wood naval stores industry produces other products which are not competitive or which do not go into the same consumptive channels as gum turpentine or gum rosin.

MR. SESSIONS: Now, can you give an idea of what percentage of your total output would go in noncompetitive channels?

MR. McCORMACK: Restricted only to the products extracted from wood, I could give a rough estimate, but that figure can be brought out in the brief which we expect to submit. I will state, perhaps, in money volume twenty-five or thirty percent.

MR. SESSIONS: Is that the particular phase of your enterprise that you are at present pushing? Are you carrying on an aggressive expansion in noncompetitive channels at the present time?

MR. McCORMACK: We are carrying on, speaking now for our company; I think

the representatives of the other companies are here and can speak for themselves in that respect-- we are carrying on a very aggressive campaign for the development of markets in all of our products with regard to whether they pass into the same consuming channels as gum naval stores or not. Our research department is continually at work, both in times of prosperity and in times of depression, making every attempt possible to increase that consumed demand we have heard so much about.

I may state that we manufacturers take this position in reference to this particular agreement, under the N.R.A., as we understand it, under the president's reemployment agreement, the proposition is to increase, first, wages, and by that means increase the consumer demand. We believe, I think, with others, that it is necessary for industry, for the time being, to carry the burden of increased wages in order that this consumer demand may be made effective. The hope which we have of recovering increased wages, increased costs, is in the development, or is in the ultimate culmination or the ultimate production of this consumer demand by that fact, and the hope we have, of course, is that this consumer demand will enable us to operate plants at greater capacities in order to profit by in order to relieve or to live by this consumer demand.

Under the N.R.A. or under President's reemployment agreement, as to labor and wages on the one hand, under allocation of production on the other hand, we are put in a, you might call it, intangible positions, in other words, we would be unable to take advantage of the consumer demand which we are ourselves by our compliance, and by the compliance of the industry as a whole, built up.

MR. SESSIONS: Now, you refer to the fact that your operations being essentially an industrial operation, that it is almost necessary for you to

run at approximately plant capacity in order to reduce your per unit cost. I presume that is the point you are making.

MR. McCORMACK: Well, that is one of the points. Of course, the greater capacity by which any industrial operation can operate, the lower their cost.

MR. SESSIONS: I was assuming that the smallest per unit cost would come by plant capacity.

MR. McCORMACK: That is essentially true not only in our manufacturing operations, but in the operations of others. Of course that is it.

MR. SESSIONS: And, of course, the nearer you can approach that the smaller your costs would naturally be, and that is quite a logical position you are taking.

MR. McCORMACK: Absolutely.

MR. SESSIONS: As I see it, it is not strictly a question-- the question is how near that figure you can manage to operate and still make money?

MR. McCORMACK: There are a lot of factors that have to be taken into consideration in that. I don't know that I could answer that question at the present time. If you put it differently, perhaps, I can answer it.

MR. SESSIONS: At approximately what percentage of plant capacity have you been operating during the last three years, for instance?

MR. McCORMACK: I don't have those figures exactly in mind. We will include those figures in the brief which we will submit. I do recall, and I do know, that in 1931 or 1932, 1932, I believe, our particular plant operated at about 54 percent of capacity.

MR. SESSIONS: And was your unit cost such as you could show a profit at that point?

MR. McCORMACK: No. If it is of any interest to the committee, I might say that our particular company lost something over $900,000 from the period

January 1, 1931, until, I believe, October 1933, roughly, the last three years.

MR. SESSIONS: And how near that capacity had you been operating during the current year?

MR. McCORMACK: I think our operations to date, this year, are at approximately 60, I believe between sixty and sixty-five percent of capacity.

MR. SESSIONS: And that shows a definite increase.

MR. McCORMACK: A very material increase in consumer demand; that is the thing on which we base our operating procedure, I mean our operating schedule.

MR. SESSIONS: Would it be your personal opinion that at the present time you are operating with a degree of efficiency at that figure of 64 percent?

MR. McCORMACK: We would operate cheaper at a greater degree of capacity.

MR. SESSIONS: You have already said that plant capacity equals greatest efficiency. The question I am asking, I am trying to approximate is, at what point there below that point of ultimate plant capacity you can operate at a degree of efficiency which will show a profit.

MR. McCORMACK: I think that it is impossible for me to answer that question. As I have stated, I think we have operated all the way from fifty percent of capacity, perhaps less than fifty percent of capacity during the last three years, and we have shown practically a continual loss, so that there are so many other factors involved, price and cost, not determined by your capacity, that it is impossible for me to state at this time at what capacity we could operate without loss.

MR. SESSIONS: Are the prices at which products by the Steam Solvent process sell approximately the same as the prices on competitive products of some naval stores?

MR. McCORMACK: There is a general relationship, and I think if you will hold that question, I am particularly engaged in the production end of the

business-- there are gentlemen here who are much more closely concerned with the sales end of the industry, and I think they could probably answer your question quite more specifically than I can.

MR. SESSIONS: Now, you say you are engaged in the production end of it?

MR. McCORMACK: Yes.

MR. SESSIONS: Around Pensacola?

MR. McCORMACK: Yes, sir, we have a plant at Pensacola, one at Bay Minnette, one at Albany, and one at De Quincy, Louisiana.

MR. SESSIONS: And the raw materials for your operations are stumpage of all kinds?

MR. McCORMACK: Pine stumps and waste wood; principally pine stumps.

MR. SESSIONS: Is the land which you get that stumpage from waste land, so-called, that is, it is land not under cultivation?

MR. McCORMACK: There is a good deal of stumpage that comes into the plant at certain seasons of the year which comes from land under cultivation. In other words, farmers at certain seasons of the year, ship wood in from their fields to clear their cotton fields and corn fields and take out the stumps that are objectionable to them and they ship them in.

MR. SESSIONS: Do you pay for them or is it just a convenience?

MR. McCORMACK: No, we pay various prices in the places we operate. No wood comes into my company. We purchase all of our wood from various individuals all over the section in which we operate.

MR. SESSIONS: And I might conclude from that that it offers a source of income that could not possibly exist otherwise.

MR. McCORMACK: It does.

MR. SESSIONS: And you may also conclude that there might be valuable reclamation operations going on.

MR. McCORMACK: That is true.

MR. SESSIONS: Clearing up cut-over land, it offers an incentive to clear the field, for instance.

MR. McCORMACK: That is true.

MR. SESSIONS: Have you evidence along that line?

MR. McCORMACK: Well, I suppose I could give you a great many examples. We have given you one fact, that the farmers ship in stumps from their fields, from the surrounding woods, at certain seasons of the year, and very often people come into the territory in which we operate with reclamation projects and I can perhaps mention one that might be interesting. Some years ago certain interests started the development of tung oil production in west Florida and several thousand acres of ground were cleared of stumps, all of which were shipped into our plant. That is just one. There are many hundreds of other instances of that type.

MR. SESSIONS: Do you think it would be possible either to arrive at a comparatively or a relatively fixed differential in price between the products of the steam solvent producers and the gum producers-- I am sorry, I believe you told me you did not know on questions of price.

MR. McCORMACK: I think so, I think that would be more properly answered by others.

MR. DELANANTY: In connection with the producer of gum turpentine and gum rosin, his efforts in planting trees, and the effort of nature in, let us say, reforesting itself, and the efforts of the turpentiner in the proper care and preservation of the standing timber, may insure him a profitable operation-- I am wondering, Mr. McCormack, if it might be said, in connection with your industries, that since you are dependent upon cut-over land, stumpage, and things of that type, it is conceivable that a period of ten or twelve years might result in the total passing out of the picture of your industry by

virtue of the fact that your raw material had completely disappeared. Is it possible or not?

MR. McCORMACK: It is scarcely a possibility within the next fifty or one hundred years.

MR. DELAHANTY: There is sufficient stumpage in your vicinity for that, is that the idea?

MR. McCORMACK: There is sufficient stumpage in the vicinity of certain of our operations, in addition to which is the possibility of further production of timber; further production of lumber and further production of stumps from that source is always present.

MR. DELAHANTY: How about the element of transportation, and things of that character? As this circle of reclamation widens out, your freight rate increases, so it is conceivable that the man who wishes to send stumpage to you might not be able to do so by virtue of the high cost which he would have to pay in connection with transportation, isn't that true?

MR. McCORMACK: Our plants are located at rather central locations all over the territory, and freight rates are--it is possible and practical to ship material of that type a very considerable distance. The turpentine area itself is not very large geographically, and I would say that their plants are perhaps within--this is just a rough guess, I am not giving this as a fact--within one hundred and fifty or two hundred miles of the principal part of the turpentine production area, with the exception of that which is located far down in Florida.

MR. DELAHANTY: You mentioned these byproducts. You make similar byproducts to those of the other steam and solvent distilling operators.

MR. McCORMACK: We make one additional byproduct, and that is insulating board. I know we are the only steam and solvent manufacturer who has, in

addition to that, a plant manufacturing insulating board from the residue chips, after the extraction of the naval stores.

MR. DELAHANTY: Now, as that business extends, it is dependent upon the byproducts of your steam and solvent distillation process?

MR. McCORMACK: It is.

MR. DELAHANTY: Is that -- what did you call it?

MR. McCORMACK: Insulation board.

MR. DELAHANTY: Insulation board business, as it extends, you would be decidedly cramped in production by the fact that you were restricted, through an agreement of this character, as to the production of turpentine and rosin, isn't that correct?

MR. McCORMACK: That is true.

MR. PETERSON: Do I understand correctly that the supply of stumpage that you use is usually old stumps?

MR. McCORMACK: Usually, yes.

MR. PETERSON: Old logs.

MR. McCORMACK: The stumps, before they are considered satisfactory for our use, the timber should be removed from seven to ten years. As a matter of fact, in some cases I presume the timber has been removed for twenty-five, thirty, forty, fifty, and perhaps seventy-five years.

MR. PETERSON: And the older the stumpage the less unusable wood there is, I assume.

MR. McCORMACK: That is true, to a major extent, I would say. Of course, after a certain period of time the sap wood, which contains very little rosinous matter, is rotted away from the stump, and I don't believe that after a certain period, which I am unable to state, that the deterioration of the sap wood goes on materially.

In other words, I think that it reaches a point of, a stationary point, and perhaps remains there until it is used.

MR. PETERSON: You feel that there is, in a sense, an unlimited supply of that stumpage and log?

MR. McCORMACK: I think there is, in the way we have all those sort of things.

MR. PETERSON: If you should very materially increase your production, and through your research laboratories increase the consumer demand, do you think that there is still an unlimited--this is a speculation, of course, but do you think that there is still an unlimited supply?

MR. McCORMACK: Of course, there is no unlimited supply of any raw material of any type that comes from nature. By the expansion of consumer demand for our products, we also expend the consumer demand for other naval stores products, and I don't believe at the present time that the expansion of consumer demand will be so rapid and so drastic that there will be an exhaustion of naval stores products. That is quite contrary to statements that were made, or to articles that appeared, I think, in bulletins, perhaps industrial bulletins--I cannot say exactly where those bulletins came from--I do recall something, but I don't recall what bulletins they were, about ten or fifteen years ago, and it was predicted that the trees for the producing of naval stores would be exhausted, and the gum naval stores business would pass out of the picture within ten or fifteen years, and that has been referred to here, and was one of the contributing reasons, I believe, why consumers at that time endeavored, or proceeded to try and develop substitutes for naval stores products.

I think it was a very unfortunate thing.

MR. PETERSON: In a sense, the more development there is in trees for the gum turpentine industry, in its essence, then, the better it would be for you people ultimately, because that would -- they would later be stumpage. In other words, the gum turpentine industry depends on nature to provide the trees, and your industry is dependent upon the opposite result, that is, after nature is finished with the tree and it begins to deteriorate, you take in the stumpage then.

MR. McCORMACK: I would say that from a very, very long dark viewpoint, your statement is correct.

MR. PETERSON: Do you represent just one company, or are you speaking for the steam and solvent members of this group?

MR. McCORMACK: I am speaking for my own company, and I am also representing the steam solvent Naval Stores Manufacturers Institute.

MR. PETERSON: Are there any members of the institute that have purchased any large tracts of timber, do they own any large tracts of pine timber in the gum turpentine area?

MR. McCORMACK: I could not answer that. I don't know. Our particular company owns some cut-over land in the southern part of Louisiana. I would not call it timber land, it is denuded land, although there is some timber growing on it, naturally.

MR. PETERSON: Could you say whether it has been the intention or thought of any of the members of your institute of entering into the gum turpentine business?

MR. McCORMACK: Not that I know of, not as producers.

MR. PETERSON: You qualify that, what do you mean?

MR. McCORMACK: Well, I have heard discussions--it is rather irrelevant, because it is not based on absolute fact. I have heard discussions of the

possibility of some steam naval stores manufacturers processing, converting gum into turpentine and rosin, and its derivative products. I don't believe it is being done by anyone at the present time. I don't know. I know it is not being done by the companies I represent.

MR. PETERSON: But during the next few years if your technical research laboratory should develop a considerable consumer demand, and by chance you should start some new fields where they would develop very much, and your supply might--I mean if that demand was increased tremendously--your supply might make it necessary for your industry to enter the gum naval stores business.

MR. McCORMACK: No, I would not say that that would necessarily follow. Of course, your question is very hypothetical and I don't know exactly how to answer it.

MR. PETERSON: I believe you said a while ago that during the last three years your company, or your institute--

MR. McCORMACK: The company which I represent--

MR. PETERSON: Had lost about $900,000.

MR. McCORMACK: That is correct.

MR. PETERSON: Could you say during that same length of time how much your company spent in technical research?

MR. McCORMACK: My company-- those figures will also be submitted in detail, exactly, in the brief which will be filed. My particular company spends in pure research, in pure research--

MR. PETERSON: I mean in developing consumer demand.

MR. McCORMACK: Well, the two are very closely tied in together, research and customer demand. In other words, we have men working in our laboratories who are working at all times on problems for customers, problems to either retain the use of rosin or turpentine in the products which they are making,

or to increase the use of turpentine or rosin in the production which they are making, or to put turpentine or rosin into products in which it is not now used. Now, that is very closely tied up with what we might call pure research work. I would say that our company spends approximately $30,000 a year, our own company, on that program. I believe our expenditures for the period of the last five or six years would average that much, and I might say that we did not curtail that development or that research or that expenditure in any way during the period of this depression, because we felt that it is much more essential and has been much more essential in the last few years than it was previously.

MR. PETERSON: In a sense, you feel that if there was a possible potential market of any sort you would set your insurance against that?

MR. McCORMACK: That is true.

MR. PETERSON: I believe you said that your particular company bought their stumps?

MR. McCORMACK: That is true.

MR. PETERSON: Do any of the companies of the institute hire men to go out and take stumps out of the ground?

MR. McCORMACK: I believe some of them do, I am not sure, I am not familiar in detail with the operation of the other companies, so far as the procurement of their raw material is concerned.

MR. PETERSON: Are those men, who are hired by the other companies to go out and dig out stumps, are they under the N.R.A.?

MR. McCORMACK: I don't know.

MR. PETERSON: I wonder if someone here who could answer that?

MR. McCORMACK: I think perhaps later on somebody may be able to answer it.

MR. SPARHAWK: Mr. McCormack, somewhat along the line that Mr. Peterson was asking you, is it practical to use second-growth stumps in your work?

MR. McCORMACK: Of course, it is very difficult for me to say that we do not at the present time use some second-growth stumps.

MR. SPARHAWK: I mean the general run of second growth, pretty small.

MR. McCORMACK: It is pretty small, that is correct. The possibility of the use of second-growth stumps is something that may develop to a great extent later on. In general, I would say, at the present time, the industry is using, by the great majority, stumps which are not from second-growth timber.

MR. SPARHAWK: Your second growth probably will be so much sap wood and such a small percentage of gum in it, that it would not be economical anyway.

MR. PETERSON: Mr. McCormack, that is very true. Of course, in time the second-growth timber may become large, and the stumps from that--well, I personally don't believe they will ever be as satisfactory, you might say,--they would probably still be useful.

MR. SPARHAWK: The cost of production would probably be very much greater than it is from the stumps y u are getting now.

MR. MC CORMACK: It probably will, although I would not want to state that as a fact.

MR. SPARHAWK: If that was true, your stock of raw material is practically limited to the existing stump or old growth timber, which has not yet been cut.

MR. MCCORMACK: I would not want to state that as a fact, because I don't know.

MR. SPARHAWK: If we can assume that that is approximately true, and we say the existing supply is good for fifteen to one hundred years, do you mean that after you develop new plants, or double the existing plant capacity, that the supply would be cut to one-half of the existing range of years?

MR. MCCORMACK: IF you accept the first promise, that is correct.

MR. SPARHAWK: I guess you would not build one of these plants unless you have a number of years supply ahead, in order to justify the building of the plant?

MR. MC CORMACK: Of course.

MR. SPARHAWK: Thereis no danger that your industry will expand to take up the total demand for turpentine and rosin.

MR. MC CORMACK: In other words,to consume all the raw material within a very short time? I would hardly think that that is possible.

DR. VIETCH: Mr. Chairman, might I ask to have put in the record the basis for his calculations of a fifty to a one hundred year supply? How it is arrived at and what your statistics are to show it?

MR. MC CORMACK: I perhaps was confining my remarks to the territory in which our own plants operate. I cannot speak, of course, for the industry as a whole in that respect. We have made surveys in my company to determine the available supply of raw material adjacent to our operations, and, of course, I did not mean to infer that I would say that is fifty or one hundred years' supply adjacent to the operations of other companies with which I am not familiar.

DR. VINTCH: Those are the detailed data which I think would be very interesting, Mr. McCormack, the detailed data of how you arrive at that supply.

MR. MC CORMACK: We would be very glad to put something in the record in that respect.

MR. PETERSON: Speaking now of the members of the institute as a whole, what would you/ say of the percentage of your products that is exported as against domestic consumption?

MR. MC CORMACK: I haven't those figures available. It is possible that some of the other gentlemen who are, as I said, more connected with the sales end of the business, can give you that. I would prefer to have them make that statement; they would be more qualified to do it.

MR. PETERSON: What percentage of your production of rosin and turpentine is broken up and sold as other products?

MR. MC CORMACK: I am unable that, we would be very glad to cover that also in the briefs which we will file. I cannot give you that offhand.

L. N. BUNT, representing the Hercules Powder Company and the Steam Solvent Naval Stores Manufacturers Institute, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural

Adjustment Administration, Department of Agriculture, testified as follows:

My name is L. N. Bent. I am speaking for the Hercules Powder Company and as a representative of the Steam Solvent Naval Stores Manufacturers Institute.

Mr. Chairman, I would like to read certain portions of a letter which was written on October 17th, 1933, to Mr. Holtzman, voicing our objections to the proposed marketing agreement. When I say the "proposed marketing agreement" I mean the particular modified form which was being discussed at that time.

Since then the form has been materially changed, but I think our objections are still rather pertinent and perhaps will cover for you what we want to bring out.

This letter was dated October 17, addressed to Mr. W. F. Holzman, and signed by the Steam Solvent Naval Stores Manufacturers Institute, signed by Mr. S. J. Spitz, and myself, both authorized members appointed to talk for the Institute.

"The Steam Solvent Naval Stores Industry objects to the proposed marketing agreement for the following reasons:

"1. The proposed agreement places a premium in inefficiency, and the progress which has been made through the efforts of certain branches of the Industry will be nullified or indefinitely postponed.

"2. The proposed agreement does not give proper consideration to the manner in which the Naval Stores Industry is and has been conducted. The institution of the proposed marketing agreement would completely upset existing and necessary parts of the Naval Stores Ind-

ustry, necessitating entirely new methods of doing business. The disturbing effects of such readjustment would more than offset any real benefits of such an agreement.

"The above objections are general in character, and are maintained regardless of our relative position in the Industry. We object specifically from the standpoint of the Steam Solvent Industry because of the following reasons:

"The Steam Solvent Industry was developed primarily because of the belief some years ago that the supply of gum rosin and turpentine was rapidly decreasing, and, in order to take care of established consuming industries, it would be necessary to find new sources of supply of these materials. This belief was fostered not only by the gum producers but in June, 1920, the Department of Agriculture presented to Congress a carefully compiled estimate stating that "the indications are that the production of gum naval stores in the southern pine belt will within 10 years have been reduced to such an extent that export markets, and even our domestic markets, must look elsewhere for their main supplies." That, by the way, is known as capper rubber, I think.

"As a result of conditions existing at that time, large factories were built in the South, representing a very large fixed investment. Subsequent years developed the fact that second growth timber in the South Atlantic States was capable of maintaining the supply of gum rosin and turpentine. The problem of the Steam Solvent Manufacturer, therefore, changed, and he bent his endeavors to expand the markets for naval stores in order to create a sufficiently large world market to take care of the supply of both gum rosin and turpentine and wood rosin and turpentine.

"To accomplish this, large research organizations were set up, and offices were established both abroad and at various points in this country, whose duty was not only to conduct current business, but also to maintain market development men who were striving to find new uses for naval stores, and to combat the increasingly important influence of foreign produced rosin and turpentine.

"The Steam Solvent Naval Stores Industry during the past ten years has spent approximately $3,000,000 in research work."

Gentlemen, that figure is a round figure, but is somewhere near right. In our brief we will have actual figures.

"It has spent much more than this amount in market development. The results of research work are necessarily slow in reaching commercial development, but many of the ideas and many of the problems upon which the Industry has been working are nearing consummation, and any fixed allocation of production which does not give proper consideration to these facts could undoubtedly entirely nullify the results of such research work, and cause the entire Industry irreparable injury.

"At present the Steam Solvent Naval Stores Industry has about $15,000,000 invested in plants, with a capacity of approximately $70,000 round barrels of rosin per year." That figure, by the way, is too low, we find, by our present yields. That figure is materially greater. "They are employing something in the neighborhood of 100 men engaged exclusively in naval stores research work. A number of men are traveling in Europe all the time, trying to develop new uses for our products, and for naval stores products in general. A fixed allocation of production would destroy any incentive on the part of the individual producer to continue such research

and development work, and would certainly result in an abrupt cessation of progress along this line. The effect of this cessation would be felt by the entire Industry, and not entirely by the Steam Solvent people, who have been solely responsible for what progress has been made during the past few years in the Naval Stores Industry.

"A fixed allocation based on rosin and turpentine would automatically also curtail the production and sale of special products made by the Steam Solvent Industry, and which in no way compete with gum products. A list of such special products which are today made and sold on a commercial scale are as follows:

Abietic Acid	Methyl Abietate
Resinates	Alpha Terpineol
Non-crystallizing and	Textile Reagents
Non-sludging rosin compounds	Perfume Reagents
Borneol	Flotation Reagents
Pinene	Disinfectant reagents
Anethol	Insecticides
Synthetic Resins	Fenchone
Dipentene	Fenchyl Alcohol
Terpin Hydrate	Faramenthane
Dipolymer	Oxidized Abietic Acid and
Insulating Board	Others

"These products have all been evolved and exploited with the idea of creating new uses for naval stores. An arbitrary allocation of resin could automatically curtail the production of these chemicals, and make it impossible to supply a demand which, at much expense, has been developed

for these products. The Industry as a whole would suffer accordingly.

"Two of the larger Steam Solvent Manufacturers are now making use of their waste wood, from which Naval Stores has been extracted, for the purpose of making insulating board. Such use of spent chips is dependent on the economical balance of process steam and generated electricity. An arbitrary allocation based on rosin could destroy this economical balance, and prevent the Industry from fulfilling its obligations in a field entirely unrelated to gum rosin and gum turpentine.

"On account of the large permanent investment and because of the research and marketing organization established to carry on the business, the Steam Solvent Industry necessarily has very large fixed expenses. Consequently a fixed, inequitable allocation of production could easily result in financial ruin of the Industry.

"Conditions affecting the marketing of Steam Naval Stores products change so quickly and so radically that prompt changes of operating policy must be made. No control committee, however constituted, can possibly foresee these conditions a year or even a month in advance.

"The Steam Solvent Naval Stores Industry has attempted from the beginning to conform, to the best of its ability, to the expressed desires of the Government. It has formed a trade association, and has submitted an operating code, and at present is operating under the President's Reemployment Agreement. It is paying a minimum wage of 30¢ per hour to unskilled labor, and has increased the rates to more highly skilled workers to such an extent that their weekly wage on a 40-hour basis is now not less, and in most cases more, than they were receiving on a 56-hour basis.

"It is our firm belief that the present marketing agreement is not in accord with the objectives promulgated by either the N. I. R. A. or the

A. A. A., and we believe it is not to the best interests of the Industry."

I think that is all, gentlemen. I would like to file that letter with the record.

THE PRESIDING OFFICER: You did not read all of the letter?

MR. BENT: No, I would like it to go in.

THE PRESIDING OFFICER: The letter will be received as Exhibit 34, and made a part of the record.

"October 17, 1933.

"Mr. W. F. Holtzman,
Food Products Section
Agricultural Adjustment Administration
Washington, D. C.

My dear Mr. Holtzman:

"In accordance with the understanding reached last night after our all-day session with Mr. Wilson's Committee in Washington, at which you were present, we are setting forth below our objections to the proposed marketing agreement for gum rosin and gum turpentine, and our suggestions as to a possible method of procedure whereby the objectives of the Government and the stabilization of the Naval Stores Industry may be attained.

"The Steam Solvent Naval Stores Industry objects to the proposed marketing agreement for the following reasons:

"1. The proposed agreement places a premium on inefficiency, and the progress which has been made through the efforts of certain branches of the Industry will be nullified or indefinitely postponed.

"2. The proposed agreement does not give proper consideration

to the manner in which the Naval Stores Industry is and has been conducted. The Institution of the proposed marketing agreement would completely upset existing and necessary parts of the Naval Stores Industry, necessitating entirely new methods of doing business. The disturbing effects of such readjustment would more than offset any real benefits of such an agreement.

"5. The marketing agreement as at present written makes no provisions to prevent the exploitation of labor, which, in the past, has resulted in unfair competition and has been responsible, to a large degree, for over-production.

The above objections are general in character, and are maintained regardless of our relative position in the Industry. We object specifically from the standpoint of the Steam Solvent Industry because of the following reasons:

"The Steam Solvent Industry was developed primarily because of the belief some years ago that the supply of gum rosin and turpentine was rapidly decreasing, and, in order to take care of established consuming industries, it would be necessary to find new sources of supply of these materials. This belief was fostered not only by the gum producers but in June, 1920, the Department of Agriculture presented to Congress a carefully compiled estimate stating that "the indications are that the production of gum naval stores in the southern pine belt will within 10 years have been reduced to such an extent that export markets, and even our domestic markets, must look elsewhere for their main supplies."

"As a result of conditions existing at that time, large factories were built and acquired in the South, representing a very large fixed in-

vestment. Subsequent years developed the fact that second growth timber in the South Atlantic States was capable of maintaining the supply of gum rosin and turpentine. The problem of the Steam Solvent Manufacturer, therefore, changed, and he bent his endeavors to expand the markets for naval stores in order to create a sufficiently large world market to take care of the supply of both gum rosin and turpentine and wood rosin and wood turpentine.

"To accomplish this, large research organizations were set up, and offices were established both abroad and at various points in this country, whose duty was not only to conduct current business, but also to maintain market development men who were striving to find new uses for naval stores, and to combat the increasingly important influence of foreign produced rosin and turpentine.

"The Steam Solvent Naval Stores Industry during the past ten years has spent approximately $3,000,000 in research work. It has spent much more than this amount in market development. The results of research work are necessarily show in reaching commercial development, but many of the ideas and many of the problems upon which the Industry has been working are nearing consummation, and any fixed allocation of production which does not give proper consideration to these facts could undoubtedly entirely nullify the results of such research work, and cause the entire Industry irreparable injury.

"At present the Steam Solvent Naval Stores Industry has about $15,000,000 invested in plants, with a capacity of approximately 570,000 round barrels of rosin per year. They are employing something in the neighborhood of 100 men engaged exclusively in naval stores research work.

A number of men are traveling in Europe all the time, trying to develop new uses for our products, and for naval stores products in general. A fixed allocation of production would destroy any incentive on the part of the individual producer to continue such research and development work, and would certainly result in an abrupt cessation of progress along this line. The effect of this cessation would be felt by the entire industry, and not entirely by the Steam Solvent people, who have been solely responsible for what progress has been made during the past few years in the Naval Stores Industry.

"A fixed allocation based on rosin and turpentine would automatically also curtail the production and sale of special products made by the Steam Solvent Industry, and which in no way compete with gum products. A list of such special products which are today made and sold on a commercial scale are as follows:

Abietic Acid
Resinates
Non-crystallizing and
Non-sludging resin compounds
Borneol
Pinene
Anethol
Synthetic Resins
Dipentene
Terpin Hydrate
Dipolymer
Insulating Board
Methyl Abietate
Alpha Terpinsol
Textile Reagents
Perfume Reagents
Flotation Reagents
Disinfectant Reagents
Insecticides
Fenchone
Fenchyl Alcohol
Faramenthane
Oxidized Abietic Acid
and others

a commercial scale are as follows:

Abietic Acid	Methyl Abietate
Resinates	Alpha Terpineol
Non-crystallizing rosin	Textile Lubricants
Non-slugging resin compounds	Terpene Resins
Phenol	Plasticizer Esters
Phenolic Esters	Insecticides
Polyamide resins	Fungicide
Polyols	Terpin Alcohol
Terpin Hydrate	Intermediate
Diprotyne	Oxidized Abietic Acid
Insulating Board	Ink Resins

"These products have all been evolved with the idea of creating new uses for naval stores. An arbitrary allocation of rosin coult automatically curtail the production of these chemicals, and make it impossible to supply a demand which, at much expense had been developed for these products. The Industry as a whole would suffer accordingly.

"Two of the larger Steam Solvent Manufacturers are now making use of their waste wood, from which Naval Stores has been extracted, for the purpose of supplying power to the surrounding community, and for the purpose of making insulating board. Such use of spent chips is dependent on the economical balance of process steam and generated electricity. An arbitrary allocation based on rosin could destroy this economical balance, and prevent the Industry from fulfilling its obligations in a field entirely unrelated to gum rosin and gum turpentine.

"On account of the large permanent investment and because of the research and marketing organization established to carry on the business, the Steam Solvent Industry necessarily has very large fixed expenses. Consequently a fixed, inequitable allocation of production could easily result in financial ruin of the Industry.

"Conditions affecting the marketing of Steam Naval Stores products change so quickly and so radically that prompt changes of operating policy must be made. No control committee, however constituted, can possibly foresee these conditions a year or even a month in advance.

"The Steam Solvent Naval Stores Industry has attempted from the beginning to conform, to the best of its ability, to the expressed desires of the Government. It has formed a trade association, and has submitted an operating code, and at present is operating under the President's Reemployment Agreement. It is paying a minimum wage of 30¢ per hour to unskilled labor, and has increased the rates to more highly skilled workers to such an extent that their weekly wage on a 40-hour basis is now not less, and in most cases more, than they were receiving on a 56-hour basis.

"The ostensible purpose of the present proposed marketing agreement is to benefit the farmer who produces naval stores. Practically nothing of the kind will result. Very little of the naval stores production today is actually produced by the farmer. The great majority of gum rosin and turpentine is produced by sub-contractors working with the factor as their principal. A marketing agreement as proposed will permit the continued exploitation of labor on the part of certain of these sub-contractors without which they could not possibly continue in business. Their elimination would undoubtedly be of much greater benefit to the farmer class of producer than their continuance on an entirely artificial basis.

"It is our firm belief that the present marketing agreement is not in accord with the objectives promulgated by either the N. I. R. A. or the A. A. A., and we believe it is not to the best interests of the Industry.

"You have asked us to make a definite suggestion as to a possible way around the present apparent impasse. We are offering the following:

"Let the gum branch of the Naval Stores Industry work out any way they see fit to control their own production, including in their constitution and by-laws a provision that two individuals be appointed to officially represent this branch of the Industry with respect to the production control of the entire Industry.

"The Steam Solvent Industry would provide in their constitution and by-laws that two representatives would be authorized to represent their branch of the Industry with respect to production control of the entire Industry.

"These two representatives from each branch of the Industry would have the privilege and would be required to meet at certain intervals and discuss the subject of production and consumption for all branches of the Industry. In all probability the interests of both branches being common, an equitable agreement will be reached without difficulty. However, in the event such an agreement could not be reached, the dissatisfied branch of the Industry would have the privilege of using whatever power may be conferred upon it under existing laws to appeal to the proper authorities for final decision.

"Such an arrangement seems to us entirely equitable and practical, and at the same time permits the Steam Solvent branch of the Industry to proceed along the lines originally outlined by the N. R. A.

"If this idea meets with your approval, we would suggest that the operating code already submitted by the Steam Solvent Industry be given definite attention, after having made such changes as the above may necessitate."

MR. DELAHANTY: I believe you made a statement that this research, which has been carriedon by your organization likewise benefits the gum producer. I wish you would explain that a little, on that score, for the benefit of the record.

MR. BENT: Of course, as Mr. Speh said last night, research consists of a number of things, straight chemical research, market research, and advertising.

The research we have done, the advertising we have done, I am speaking of the industry now, is certainly putting naval stores into the minds of the consuming public. I think, without exaggeration, as a re-

sult of our efforts, consumers the world-over today realize that rosin and turpentine are chemicals with potentialities which cannot be ignored.

You find in the laboratories of Germany, you will find the I. G. Company entirely familiar with rosin and working on it. You will find some in England, you will find many of the universities in this country working on it, and you will find consuming industries everywhere. New industries have been developed, as a result of our effort, that previously had not used rosin. Those are not startling, but in the aggregate amount to quite a number of barrels a year.

Synthetic industries are using more and more rosin. High tension work is using abietic acid and never used it before. I think I am right in saying that cement materials are using rosin. And a few years ago did not use it. I am not sure about packing houses, but depilatory compounds used in packing houses use a large amount. I could go on in a great many ways.

Of course, there are a great many other things to be remembered, but in research means not only developing new markets, but it means holding old ones, and we have done a great deal among many consumer producers in convincing the present users of both gum and wood rosin not to go to some other substitute.

MR. DELAHANTY: The inference is, therefore, if you ceased your research work, it would probably be somewhat of a handicap to the industry as a whole, that is, both wood and gum producers.

MR. BENT: We feel so.

MR. DELAHANTY: I would like to go a little further on this research angle, it seems to be quite a subject of interest in connection

with the expansion of the consuming features of it. What are some of the research projects engaged on which present possibilities for the future?

MR. BENT: The first five or six or eight years---are not through with it yet---of our research work, I am speaking for our own company, now, sir, we are engaged largely in fundamental research to know what we are dealing with. We knew we had rosin and turpentine and we knew we had pine oil, and I think Dr. Vietch will back me up when I say very little understanding of the fundamental character of that material is available, so, in part, our research work was put into chemical research in order to have an understanding of what we were dealing with. That is behind us.

Another feature of our work was to find out those characteristics of the natural products which limits its use, even by suitable treatment to correct these deficiencies, if you want to call them those, so they can have a larger use.

In the case of rosin we know that one of the wide objections is its tendency to oxidize, its relatively low melting point.

The use of rosin as a terpene chemical, with those deficiencies removed, can carry us to a great extent. We know what synthetic rosins are doing today, and we know of their quality in lacquers. On top of that we have the abietic acid, a basic chemical from which many derivatives can be made, and are being made. We are today making acids from abietic acids which go into many products, as well as breaking synthetic rosins which go into many products. It is possible to prevent the tendency to oxidize, it is possible to increase the melting point. I could talk a great deal on those points.

MR. DELAHANTY: Mr. Bent, I think it has been brought out in the record that so far as the public is concerned they will buy it, they look

upon rosin and turpentine as definite chemical constituents, but in reality, as has been brought out in the record here, that even rosin is, in reality, you might say a mixture. I think it has been brought out in the record that turpentine, as such, is likewise a mixture, I would like to have you bring that out. In other words, it would seem as though the mixture of this rosin, resulting from the production of turpentine and rosin, are two definite products, but in reality, as indicated, rosin is not such, and I would like you to give something on turpentine as well.

MR. BENT: That is true of most products. It is true of rosin.

In turpentine the pine oil in turpentine, of course, the basic constituent is pinene. The usefulness of turpentine today, on account of its pinene constituent, is probably as widespread, as I brought out in synthetic camphor. We make pinene from wood turpentine and we supply a goodly percentage to the turpentine consumer.

MR. DELAHANTY: I don't think we are developing that along the line I have in mind. For example, turpentine is, let us say, if subjected to fractional distillation, would result in several constituents coming from the turpentine. In other words, the distillation process is carried on , as carried on in the woods, is a very crude distillation process, at best, and is carried on under manufactured conditions through columns and so forth, and that would result in definite chemical compounds,

MR. BENT: Perhaps I could answer this way, that turpentine, while it is simply -- a more simple chemical than rosin, is, generally speaking, susceptible to the same chemical changes and susceptible to be manufactured in the woods in the same way that rosin is.

MR. DELAHANTY: The previous witness of the Institute represented one branch of the production, in the steam and solvent distillation, and I

questioned him in terms of by-products, and he mentioned that the major product was insulating board. Now, the major product of your industry, I assume, is pine oil, is that right?

MR. BENT: I don't know quite how to differentiate between major products and by-products. I can say today that we are manufacturing non-competing products to the extent of about 34 per cent of our total gross dollars. That means that the socalled by-products are in these major products. We produce three major products, rosin, turpentine and pine oil. They come from our woods in fairly fixed proportions to one another, depending on the part of the country where they are derived. We keep our course in such a way that those products are considered prime products.

The by-products that we have are usually the result of synthesis of one kind or another, leaving materials which, for the time being, we have no apparent market. It is dependent of the chemical industry. You always have a by-product and you develop a market for it, and you have another by-product, and it is almost without end. You always have some by-product, but they vary in character, depending upon the market for the materials which you have developed.

MR. DELEHANTY: It is conceivable, Mr. Bent, that in producing this pine oil, for which I understand there is a market in the mining industry, such as flotation --

MR. BENT: It used to be. I think that is very interesting. I have some figures, but before the copper business went on the rocks some 56 per cent, over a period of years, of our pine oil business, went into flotations. That has not been true for a number of years, and today probably less than 25 per cent goes into flotation, but not withstanding the fact that the major part of our sales have disappeared, our pine oil volume today

is greater and has increased, year by year, through the development of new products of pine oil in new markets.

MR. DELAHANTY: As the consumption of that pine oil increases, if you were on an allocated basis, in so far as turpentine and rosin were concerned, all you could do was to pile up your turpentine and rosin and make the requisite amount of pine oil prescribed by the industry?

MR. BENT: Yes.

MR. SESSIONS: Mr. Bent, it is quite possible to adapt turpentine and rosin so as to meet needs in non-competitive channels?

MR. BENT: Yes.

MR. SESSIONS: That being the case, would it necessarily follow that in the production of pine oil you would necessarily have to merely pile up the turpentine and rosin, to use the phrase which was just used? Would there not be the possibility of adapting it along non-competitive channels?

MR. BENT: You are assuming now that we have a sufficient outlet for any one of our three products.

MR. SESSIONS: I am assuming that there is the potentiality of further development, and that you are throwing the weight of all your research and advertising in that direction.

MR. BENT: I won't say that. We are trying to balance our expenditures for necessary marketing development to keep our products in balance. It is difficult. True, to my knowledge, of the gum industry, I think. Our raw material producers, two or three, in our case three, produce products in relation to one another, but these products go into consuming industries which are entirely unrelated to one another, and under

those conditions it is very difficult to maintain a balance between consumption and production, because your consuming industries are unrelated. In our case the problem is magnified, because we have three products, so in that way we are trying to limit our own channels to keep within, close within the balance.

MR. SESSIONS: It struck me your reply to the question was conclusive, and I just wondered whether it was conclusive.

MR. BENT: I am afraid I don't get you.

MR. SESSIONS: Well, I say the specific question along that line, that under your method of production the primary product was pine oil. Assuming that to be a fact, and then assuming a fixed allocation of turpentine and rosin, would it necessarily be following that the amount, in excess of your fixed allocation of turpentine and rosin, would merely be held, just piled up and held up, and then I recall that it has been stated that these products would be susceptible of adaptation to non-competitive channels, and I just wondered if it would necessarily follow conclusively that they would have to pile up.

MR. BENT: I think what Mr. Delahanty asked me, and the way I replied to him, probably is true that an unbalanced condition, with a fixed allocation of any one of our products, would necessarily bring an unbalanced condition, which would mean either throwing material away or piling it up, if you could afford to pile it up.

MR. SESSIONS: And you think there would be the potentialities at least, directing the marketing research, chemical research, and aggressive sales effort in the direction of individual customer problems designed to adapt that excess to meet their needs in non-competitive channels?

MR. BUNT: Our research, our experience on research work is that you must have lots of patience and it takes years, usually, and a great deal of marketing to get anywhere, and if we are confronted with a new situation, research may eventually be the answer, but it is not certainly the immediate answer.

MR. SESSIONS: I was predicating my question there on your reference to the yea s of research and the millions of dollars already spent.

MR. BUNT: It is a hard working job.

MR. DELAHANTY: What percentage of the production of turpentine and rosin is consumed in your plant in the production of specialty products, derivatives of rosin and turpentine?

MR. BUNT: I could not tell you that out of my head.

MR. DELAHANTY: Just an estimate.

MR. BUNT: I would not say. Of course, the classification of specialty products is also to be defined. For instance, our contract with our consumers was very close, and as a result of that we are familiar with the requirements of the consumer, and in many cases make specialty products to meet his own individual requirements. Now, if you class that sort of thing under specialties, a great percentage are made up in that way.

MR. DELAHANTY: Would you mind illustrating just what is meant by that? For instance, rosin used in printing ink or rosin used in varnish, that is a naval -- that is a staple product largely, but specially treated rosin, I mean.

MR. BUNT: For instance, certain types of rosin consumers want a rosin which will not crystallize under certain conditions of solution. Ordinarily, rosin when dissolved in certain solvents will sludge out and

MR. BERRY: Our position, and accordingly we instruct each is that two most dire lack of patience and ill temper, namely, not a civil deal of negotiating to get anywhere, and if we are criticized with a due sitivity, however not eventually by the answer, but it is not certainly the immediate answer.

MR. ROBERTSON: I was instructing my counsel since on first notice to the Jew's of removal and the military of Britain already agreed.

MR. BERRY: It is a hard working jew.

MR. DELANEY: What percentage of the population of Montgomery and would is removed in your place is the proportion of unusually strange, imitations of trade and occupations?

MR. BERRY: I would not tell you that off my head.

MR. DELANEY: Just an estimate.

MR. BERRY: I would not. Of course, the eligibilities of nationality problems is also to be settled. For instance, if minors with one Protestant and Catholic, and it a result of that we are familiar with the requirements of the statutes, and it only means main disability problem most his own individual relationship. Now, if you allow this body of being under restrictions, a great interests are made up in that way.

MR. DELANEY: Would you mind clarifying just what is meant by that? The instance, there used in relating the de facto case in general. Maybe a natal — that is a single persons family, but practically foreign born, I mean.

MR. BERRY: For instance, certain types of trade discussions with their wives will not negotiations under certain conditions of subsistence, particularly, trade when discussed conditions exist which the wife

crystallize. We are prepared to treat that rosin so that it will not have those characteristics.

MR. PETERSON: In your research laboratories have you experimented with gum turpentine and rosin, as well as your own product?

MR. BENT: We in our laboratories use gum rosin sometimes as a convenient source of raw materials.

MR. PETERSON: Do you find that they will commit themselves to the same breakdowns and uses as your products.

MR. BENT: Those products where abietic acid is the requisite raw material, yes, or where pinene is a requisite raw material. In those cases where our products have certain ingredients, certain economies, which are not in gum rosin, of course, the answer is no.

MR. PETERSON: Have any of your companies, do you know, given any sort of consideration to entering the gum rosin field and the producing line in that field?

MR. BENT: We have given no thought -- I am speaking for our own company -- to the producing line. Of course, we are interested in the industry, but we have given no serious thought of going into the gum industry. Of course, that thing has been discussed for a good many years and in a good many different ways.

MR. PETERSON: I believe you said a while ago that the total capital investment in your company was about $15,000,000, in your company about $15,000,000.

MR. BENT: I am speaking for the whole steam solvent industry. As I said, those figures are round, and we want to check those in our final brief so the figures will be accurate.

MR. PETERSON: About how many people do you employ in your entire industry?

MR. BENT: I think roughly about two thousand.

MR. PETERSON: Would you say that one of the functions of the N. R. A. Act was to increase purchasing power of the people of the country?

MR. BENT: That I prefer not to elaborate on, Mr. Peterson.

MR. PETERSON: I believe that that information is available, if, by chance, the gum turpentine industry should have a marketing agreement under which they should tend to balance production with consumption, and it may be necessary in that connection to limit production, to limit or develop the industry, and it may also be necessary, in that connection, to license your companies, from a social point of view, would it not be of more value to the country, as a whole, in so far as they should give weight to the gum turpentine industry, where they employ about two hundred thousand people-- about two hundred thousand people, I understand, are dependent upon this industry-- as against probably ten thousand people dependent upon your industry? I am making the comparison on the basis of people, rather than investment. Your investment is about $15,000,000, and I understand the investment of the gum turpentine business is something probably around $25,000,000, but the people involved is about ten thousand over against the two hundred thousand. Now, from a social point of view, would you or would you not say that the burden of the effort on the part of the government, in the increase of purchasing power might run towards the two hundred thousand instead of the ten thousand?

MR. BENT: I am speaking entirely personally. I do not believe that any amendment, whether it is permitted by the Government or by other

agencies, which intends to retard the production, is good for the country or good for the people.

MR. PATTERSON: But you would certainly say one of the things we want to do is to increase purchasing power, or one of the things necessary to do to bring back some type of prosperity, would be to increase purchasing power.

MR. BENT: It seems desirable, yes, sir.

MR. PATTERSON: If it is a question of choice, over against the purchasing power of ten thousand people, over against two hundred thousand people, it would naturally follow that the effort should be in favor of the two hundred thousand.

MR. BENT: It depends entirely on the nature of the effort. There are lots of ways of doing things or trying to do things. Personally, I believe an artificial scheme of this kind would not be successful unless it is balanced. It is certainly retrogressing and progressing.

DR. VIETCH: I would like to ask if there is a market for all the pine oil that is produced.

MR. BENT: Dr. Vietch, we are today selling more pine oil, year by year, than we ever have, but it has been a fight, and it has been a question of our research work keeping up with our production. When the flotation people fell off and when the buying fell off, we temporarily accumulated a large stock of pine oil. Some of that is still with the company, but today we are selling our production and then some.

MR. DELAHANTY: If the gum producers were so organized and carried on research along the line that was outlined by Mr. Speh yesterday, is it your opinion that they would be faced with the situation that they are

today, in so far as a restricted consumption of their product is concerned?

MR. BENT: Leaving out the details by which that research work would have been obtained, I think you are correct. Research, properly carried on, properly financed, undoubtedly could have put the naval stores industry on its feet years ago, but the other things we must not forget, as I said before, research work takes lots of money and lots of patience. It cannot be done overnight.

MR. DELAHANTY: In this marketing agreement referred to, the method of promoting this agreement calls for a levy of 15 cents on 50 gallons of turpentine that is produced, as a maximum. That is proposed as the maximum, incidentally; and five cents a barrel on rosin. I suppose if 30 cents were applied to research instead of applied to the endeavor to curtail production --

MR. BENT: How much money would that be?

MR. DELAHANTY: As I understand it, $150,000 a season, based upon restricted production.

MR. BENT: Of course, that is not much money for research work. You could do something with it.

MR. DELAHANTY: Do you think it could be very advantageously spent in research, more so than in the curtailment?

MR. BENT: You bet I do.

MR. DELAHANTY: With more possibilities for the future outlook in the industry?

MR. BENT: Indeed I do.

MR. PATTERSON: The companies that you represent, as I understand it, lost $500,000 in the last three years, or was that just one company?

MR. BENT: Mr. McCormack made that statement for his company.

MR. PETERSON: Would you be able to say what the loss has been for all the companies in the Institute in the last three years?

MR. BENT: No, sir. I could give you our own. I represent the Hercules Powder Company. We have two plants. One in Mississippi and one in Georgia. I can give you our own losses. I haven't them in my head, but in the last fifteen years we haven't made any money, taking all our profits and losses together.

MR. PETERSON: I would assume from that that there are ample resources behind your company.

MR. BENT: Yes, sir.

MR. PETERSON: So that you can operate in a competitive field if you have ample resources to follow through.

MR. BENT: It depends entirely on conditions.

MR. BILBO: Mr. Bent, are you making money now?

MR. BENT: That is a hard question. Would you mean by that we are meeting the expenses? We are not making any money from the stand point of interest and that sort of thing, no.

MR. BILBO: Your books show a profit at this time?

MR. BENT: It will show that our net income is greater than our net outgo, with interest.

T. DREYFUS, president of the Dixie Pine Products Company, Hattiesburg, Mississippi, being duly sworn Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

Mr. Chairman and gentlemen. I am speaking not only for my company,

the Dixie Pine Products Company, of Hattiesburg, Mississippi, but also the Continental Turpentine and Rosin Company of Laurel, Mississippi, the Mackill Pine Products Company, Covington, Louisiana, Phoenix Naval Stores Company, Gulfport, Mississippi.

We have expressed ourselves as favoring proration, in principle, but since doing so our experience operating under N. R. A. regulations as to minimum wages and maximum hours which has increased our expenses from 33 1/3 % to 100%, including an increase of 30% to 50% in the number of employees, with the increased cost of supplies, it is necessarily obvious that as small operators, with relatively high overhead, there should be sufficient allotment in the event this control is established to warrant the increased expenses. There is a certain amount of operations necessary to justify continued existence of small plants.

We wish to register our objection against being burdened with wage and hour regulations of the N. R. A. and at the same time being possibly handicapped with control of production and sales under the A. A. A. As a matter of equity and justice we should be relieved of the burdens of one or the other.

Mr. Chairman, we are four small companies operating in two states and our production is about 15 per cent, 15 to 20 percent of the total wood solvent naval stores production. Every one of our companies has been operating in the past three or four years at fifty or sixty percent of capacity, which capacity could be greatly increased without the installation of any additional machinery. To limit production would greatly handicap us, and every one of us in our ability to operate.

MR. SESSIONS: You say the four plants together that you represent constitute together about 15 percent of the steam and solvent producers?

MR. DREYFUSS: Yes.

MR. SESSIONS: I believe the total output of all the steam and solvent producers is somewhere between 12 and 15 percent of the entire naval stores production.

MR. DREYFUSS: That is true.

MR. SESSIONS: So that would make the company or companies that you represent constitute about one percent, or thereabouts, of the entire naval stores production?

MR. DREYFUS: That is also true.

MR. SESSIONS: I am afraid that I do not strike my average correctly. Approximately two per cent, I am told by the expert -- anyway between one and three percent.

MR. DREYFUS: Yes.

MR. PETERSON: Could you give me some idea of the percent of increase in your business in the last three years, the percent of increase in production, or hasn't there been any?

MR. DREYFUS: Well, there has been an increase due to greater efficiency.

MR. PETERSON: I am saying, or I mean in total production, in dollar volume of production, have you produced more last year than the year before, or maybe before that? The year before that.

MR. DREYFUSS: Well, I haven't those figures before me, but I think we did, despite the fact that our operating time was reduced because of greater efficiency.

MR. PETERSON: There has been no big, marked increase in your volume. You have been running fairly consistent the last two or three years, you

would say, then?

MR. DREYFUSS: From about fifty to sixty per cent.

MR. PETERSON: If there should be a marketing agreement in the gum turpentine industry, of course, it does not necessarily follow that there is going to be a decrease in allotment or in production. If there should not be, of course, it would not work any hardship on you.

MR. DREYFUSS: Well, I am not sure as to that, because our problems, under the N. R. A. have not completely reached a conclusion.

MR. PETERSON: Do you employ people as stump pullers?

MR. DREYFUSS: No, sir.

MR. PETERSON: Then all your people are under the N. R. A.?

MR. DREYFUSS: Yes. The wood is purchased and delivered to the plant by individuals.

MR. PETERSON: What is the minimum rate per hour that is established under the N. R. A. for your people?

MR. DREYFUSS: Twenty cents.

MR. PETERSON: And a forty hour week?

MR. DREYFUSS: Forty-two, operating four shifts of six hours each.

MR. PETERSON: $8.40 a week?

MR. DREYFUSS: That is for common labor.

MR. PETERSON: What did you formerly pay that same common labor?

MR. DREYFUSS: Well, in 1929, we paid them $.25 an hour, eight hours.

MR. PETERSON: What did you pay them just before the N. R. A. went into effect?

MR. DREYFUS: About 12 cents an hour, 12 to 15.

MR. PATTERSON: An increase of 50 to 60 percent.

MR. DREYFUS: Yes.

MR. DELAHANTY: You indicated that you are paying 20 cents an hour for a 42-hour week under the N. R. A. I just would like you to explain that, because it does not sound just right to me, because I understand it was 30 cents an hour for a forty-hour week, if I am not mistaken.

MR. DREYFUSS: Well, we have submitted a code. When the President's emergency code was promulgated, we were in co-operation with Hercules, and Newport, endeavoring to work out a code for our own industry, and when they indicated that they were going to sign up on the emergency code with the president, at a minimum of 30 cents an hour for forty hours work, we felt that with our limited capital and not having the credit, probably, of those two larger companies, that we knew we could not operate under those conditions, and that is why we are not presenting, you might say, a united front at this time, and secondly, we are four small operators, and we met and formed a provisional code of our own and submitted it to our various chambers of commerce for their approval.

MR. DELAHANTY: Then you do not have a granted code under which you are working.

MR. DREYFUS: No.

MR. DELAHANTY: You simply got an exception from your compliance board pending the approval of such a code as you submitted?

MR. DREYFUS: Yes.

MR. DELAHANTY: And furthermore, you are not operating under the P. R. A.?

MR. DREYFUS: No, sir, ours is provisional.

MR. PETERSON: You understand that you are operating provisionally with the others but not under the P. R. A.

MR. DREYFUS: Yes.

MR. PETERSON: And the figures you gave are the wages you are paying per hour under that code?

MR. DREYFUS: Yes, sir.

F. J. SPITZ, president of the General Naval Stores Company, and vice president of the Newport Industries, being duly sworn by Ammon McClellan, Chief Hearing Clerk, Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

I do not want to take up any of your time, and the reason I came up here is because certain questions were asked in regard to the marketing of wood naval stores, and I thought I would be glad to answer any questions that I could.

I might mention one thing that might be very interesting. Mr. Delahanty asked a lot of questions about research, and I remember yesterday, I think Mr. Speh said, one of the bright spots for the turpentine producer was that there was not a development in the use of turpentine in synthetic camphor. I believe it would be quite interesting to everybody to know, with regard to this research and so forth, that the one company who is successful in producing camphor today is the United States, on a large scale, is operating on a process, which process was developed by one of the wood steam solvent producers. I am glad to answer any question I can in regard to marketing. I speak of that because I think there were some asked.

MR. PETERSON: Yes. Could you say a little as to the percentage of

your product that is exported or consumed in this country?

MR. SPITZ: Yes, sir, I could speak for my company if you wish. I would say that probably forty to fifty percent of our rosin is exported and probably only four or five percent of our turpentine.

MR. PETERSON: Through what means or what kind of organization do you do that export business?

MR. SPITZ: In New York we have an export division, and we have our own agents, sent out our own men. Also some technical men employed by us in different countries of the world. Specifically we have a technical man in South America, and we have one in the Scandinavian countries. We have one in Germany. Oh, I don't know, we may have some more.

MR. PETERSON: Have any of your companies ever given any thought to the possibility of your export department taking up the exportation of some gum rosin and turpentine?

MR. SPITZ: No, we don't export any gum rosin or turpentine.

MR. PETERSON: Has your organization ever given any thought to enlarging your export business, or entering into the gum turpentine and gum rosin business?

MR. SPITZ: I couldn't say. I don't know. I don't exactly get what you mean. Do you mean to work them --

MR. PETERSON: Have you people thought of going into the business of these gentlemen here?

MR. SPITZ: Oh, no, we have plenty of our own troubles.

MR. PETERSON: The organization that you have set up for export business is ample to take care of more business, would you say?

MR. SPITZ: I would say they could.

MR. FRIEDEL: I would say that would

business is

MR. PETERSON: And if there should, by chance, be a limit-- this may be a little far-fetched-- if the figures are right you still have a fifty year supply, and this could not hold--but if your supply is limited and you have built up a large domestic and foreign organization, would it be natural that you should turn to this business as a supplement to your own business?

MR. SPITZ: I don't see why we should.

MR. PETERSON: Isn't there a marked similarity in the product?

MR. SPITZ: Yes -- well, that is a hard question -- yes and no again. I am a little bit -- maybe I am a little bit too technical on it. You say "marked similarity." Turpentine to me is not turpentine. It is made up of a lot of other products.

MR. PETERSON: I come with a perfectly lay approach to it. Turpentine to me is something you mix in paints to make white lead thinner. But, there is in a sense, at least there is great similarity between your turpentine and gum turpentine, more so there than there is between say, turpentine and oil.

MR. SPITZ: Exactly.

MR. PETERSON: So that you might pick up another product, you might pick it up.

MR. SPITZ: I may say, as a matter of fact, in the United States we sell some turpentine.

MR. PETERSON: You do?

MR. SPITZ: Yes, sir.

MR. PETERSON: Do you produce it yourself?

MR. SPITZ: No, sir.

MR. PETERSON: Have any of your companies that you know of, contemplated the purchase of land with the idea of going into gum turpentine business?

MR. SPITZ: No, sir.

MR. PETERSON: The gum turpentine business you sell in this country, did you say you buy from the distributors?

MR. SPITZ: We buy from distributors and we re-sell.

MR. PETERSON: Has your technical organization looked into the matter of whether you might be able to produce that gum turpentine and rosin which you speak about cheaper than you could by buying it from a distributor?

MR. SPITZ: I can't say.

MR. PETERSON: That is, I gather that your organization is a very progressive and forward group, and the fact that you have spent so much money in research, in developing consumer demand, it would follow in my mind that you should be spending some energy in showing how cheaply and how efficiently you could get that product.

MR. SPITZ: That may be so, but as I say, we have had troubles of our own, and the development is progressive, it is increasing the demand for these products we are making. We are trying to improve the old basic products to make new products which are more acceptable to the consumer. I would not say we will never go in, but if we ever get our wood industry where it is absolutely at a great point where nothing could be done, we would turn to that.

MR. PETERSON: I am sort of thinking, perhaps, hopefully, in the next four or five years we might have another period of rather high prosperity. In that case, if, by chance, that might so be, it is quite possible that you could reach the limit of the production of the supply in your field and that you might be inclined to go into gum turpentine business.

MR. SPITZ: Well, it might be. I could not say and I wouldn't want to say.

MR. BILBO: I understand your organization is going to file a brief in this record.

MR. SPITZ: Yes.

MR. BILBO: Will you answer this question in that brief -- give the members the gallons, the number of gallons of turpentine and barrels of rosin produced per annum for the years 1929, 1930, 1931, 1932, and 1933 by all

the wood turpentine and rosin plants, and what percentage of this production has been sold to the trade by you or the consuming public in its original state, as purely rosin and turpentine, in the years specified.

MR. SPITZ: Yes, sir.

GEORGE R. TENNENT, representing the Bogalusa Paper Company, Inc., of Louisiana, the Champion Company, Canton, North Carolina, West Virginia Pulp and Paper Company, Covington, Virginia, Hummel-Ross Fibre Corporation, Hopewell, Virginia, being duly sworn according to law by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

My name is George R. Tennent and I represent the producers of sulphate wood turpentine, the Bogalusa Paper Company, the Champion Fibre Company, The West Virginia Pulp and Paper Company, and Hummel-Ross Fibre Corporation, by which I am employed.

I would like to say that this class of producers occupies a rather peculiar position in this hearing, in that we are relatively newcomers in the naval stores field. One of the companies for which I work, together with the West Virginia Paper and Pulp Company, are the farthest north producers of turpentine that I know of.

We manufacture, at the Hummell-Ross Paper Corporation, turpentine from stocks at Moss Point, Mississippi, Pennsylvania and Spring Grove, as well as from sources in Virginia and Alabama.

As it has been said, subsequent to 1920, when there was an expected shortage, growing out of naval stores in the south, we undertook the preparation of this by-product of turpentine and successfully carried it to completion.

The following explanation is made to better acquaint you with the status of sulphate wood turpentine. Also that the production is purely incidental to the manufacture of grade pulp.

In this connection, the production can only be increased -- it can neither be increased, nor decreased at will, but it depends entirely on the type and age of the woods and the locality where the trees grow. For green wood, of course, the yield is slightly greater than for dry wood, and, as I have said, it depends entirely upon the type and the location of the tree from which the pulp is made.

It is a conservation of a waste forest product. That was the incentive, one of the main incentives for producing this turpentine.

I might say that the production of sulphate wood turpentine is very small in comparison to the other crops of producers, and is not a very large factor, especially, where the gum producers are concerned. Quantity production is impossible with a majority of sulphate producers. Outputs are generally small, with capacities limited to their daily recovery of this crude product. There are very few, in fact, only two large outlets which might increase the demand for turpentine.

No rosin is produced from this process, nor is it possible to do so. Pine oil has a definite market, and has been developed or established, and the trade of this country has recognized it. Its uses parallel the other three very closely, with one exception, and that for medicinal purposes.

The investment for equipment is relatively small, compared with other wood crops, but sufficiently valuable to cause a serious loss, if forced to lie idle.

We have not over-developed our producing facilities, because our supply is strictly limited by our pulp producing capacity, which is definitely limited by the equipment and other economic factors. No large sum has been spent for research, and I don't think that large sums will be spent. Also, by the new production allotment in the pulp and paper trade, we have been restricted. We have reduced our tonnage and that will further tend to reduce the production of sulphate wood turpentine. I might say we are not operating under the lumber code.

The pulp wood has been excluded from the lumber code. I might say also that there has never been any curtailment or increased production of sulphate wood turpentine, and strange as it may seem, the industry has known no depression. Stocks on hand throughout the year are relatively small, and the demand has always been greater than the supply by fifteen to one hundred per cent, that is, in the case of raw material.

I speak personally for my own company which produces a very good grade of sulphate wood turpentine, and turpentine has -- the production has never been controlled or curtailed by economic conditions; during the spring months, when we were down, our still continued to operate to capacity to produce as much as we could get.

I might say that we are now operating under the President's re-employment act, not the N. R. A. The minimum rates are 35 cents an hour, forty hours a week, being in the middle bracket, and we have given an increase on August 1st of 15 per cent and one other on September 1st of 10 per cent in wages, generally. It applies to all employees. I might state that in this particular outfit it employs only three men, so it is not a thing, ---it is a very compact unit.

The operation is very efficient. We only have three helpers, exclusive of sales--three operators, that is plant operators, are required and that does not take into consideration sales or supervision.

I might state that we are opposed to any agreement which would establish allotments that would require us to throw away this product and thereby prevent us from conserving the natural forest reserves. Discarding this turpentine, I might say, would materially increase the cost of our pulp. It is a very material item in the cost of pulp, based on the tonnage in our mills. We would derive, approximately, two gallons of refined turpentine from a ton of pulp produced. That will vary, from Louisiana to Pennsylvania, from three gallons per cord, to approximately four tenths. The further north we go the less production. In Virginia it is one gallon per cord with each production, that is the average.

Also, we would be opposed to any marketing agreement which would cause us to operate on the curtailed production. We, of course, are operating under the N. R. A. code, covering both hours and wages, as well as materials, which have been increased from twenty to thirty per cent, both for labor and supplies. Both production and sales would come under the A. A. A.

We would be opposed to any agreement which would be difficult of fulfillment, and we believe the present agreement would be most difficult of fulfillment.

MR. [illegible]: For the reasons that you have stated?

MR. TENNENT: Yes, I don't believe a control committee could foresee as much as a month ahead, the various factors that may enter into production. I may say that the ratio between the labor wages paid under our N. R. A. and A. A. A. is very large. We were forced to operate under the N. R. A., and the

other producers would be under the A. A. A., and it would place a premium on inefficiency.

I don't think that there is any other thing I have.

MR. PETERSON: What codes do you operate under now?

MR. TENNENT: The pulp and paper code signed last Wednesday or Thursday, I think. So I have been informed since I left.

MR. PETERSON: You have an allotment there, have you?

MR. TENNENT: We have a tonnage allotment, which is an allotment.

MR. PETERSON: It is merely a curtailment of production.

MR. TENNENT: Yes.

MR. PETERSON: You object to that too, I suppose?

MR. TENNENT: Well, I don't see why.

MR. PETERSON: Did you object at the time the code was brought up to an allotment?

MR. TENNENT: No, sir, it was the only salvation for the paper industry, now very much over-developed.

MR. PETERSON: In your industry you feel it was over-developed and therefore you agreed to the allotment?

MR. TENNENT: Yes, sir.

MR. PETERSON: Of course, you are in the pulp business, and so, you don't know whether there is an over production or a theoretical over-production in the gum turpentine business.

MR. TENNENT: No, we have no over-production in our by-products turpentine business, because we can sell twice as much as we can make.

MR. PETERSON: You don't compete with gum turpentine.

MR. TENNENT: Yes, sir, we compete with gum turpentine. We ship our turpentine in tank cars to New York and also send our turpentine south, as far as Anderson, South Carolina, We have customers in Anderson and Grantfield, and following the I. & N. to Columbus, Ohio, and the Seaboard line south.

MR. PETERSON: In your business you urged the advantage of an allotment plan?

MR. TENNENT: In the pulp and paper business?

MR. PETERSON: Yes, sir.

MR. TENNENT: Necessary curtailing the production of turpentine, which is directly or primarily used in the preparation and production of pulp.

MR. PETERSON: But you did agree in the pulp curtailment and felt it would be the best thing for the industry to have the curtailment.

MR. TENNENT: Yes, sir that is the principle.

MR. PETERSON: Of course, that is the same principles that the proponents of this code have in mind in the gum turpentine business.

MR. TENNENT: I understand that, but the paper and pulp are all under the N. R. A., and that makes a big difference. Where you have one producer working under no labor restrictions and an other working under labor restrictions there is quite a difference.

MR. PETERSON: Has there been any interpretation under the N. R. A. of the A. A. A. whether the turpentine you produce is an agricultural product or a commercial product?

MR. TENNENT: I don't think in the pulp and paper code it was mentioned.

MR. SESSIONS: I think that is a matter of law, Mr. Peterson, and I

think the specific acts, or legislative enactments define turpentine or crude gum as an agricultural commodity, limiting that definition to crude gum would leave the trade under the agricultural act, so that would seem to exclude it.

MR. PETERSON: The labor which you use in your production are under the N. R. A.?

MR. TENNENT: Yes, sir, we have complied in the middle Atlantic States.

MR. PETERSON: At the present time you are competing, in the production of your turpentine, under the N. R. A. with the production of gum turpentine under no code?

MR. TENNENT: No code.

MR. BILBO: As a matter of information, what is your annual production of turpentine?

M R. TENNENT: For the four companies, which I represent, which I think are the only commercial producers in this country, the 1932 production was 7720 barrels. Due to the fact that other companies are finding it materially reduces the cost of pulp and paper to rectify this product, which was originally or formerly thrown away, we don't have the knowledge that it was used for any purpose. It is a very disagreeable oil.

MR. PETERSON: That curtailment of production in your principal product limits the production of your turpentine?

MR. TENNENT: Yes, sir, which is based on the size of the mill, and the more money invested --- that has been worked out by an engineering concern. That is entirely under the control of some consulting engineers, which I did know the name of, but I don't know it now, and that was all done by some engineering firm.

MR. PETERSON: And that engineering firm operated under code authority

MR. TENNENT: I think so. It is a New York concern, and they worked out the details and we have agreed and subscribed to them.

MR. PETERSON: Is that allotment made for six months or a year?

MR. TENNENT: That allotment is based on a certain percentage of the tonnage that you made, in a certain year. If you made in a certain year a certain number of tons, in proportion to the money investment, that would have some bearing, and also would depend upon the age of the mill. All those factors were brought into the discussion. The high cost mill, of course, would be allowed more tonnage, the low cost mill, like mills in the south here, Panama City, the low cost mill--the modern mills would have more.

MR. PETERSON: Was this allotment plan worked out so that all members of the industry are now satisfied?

MR. TENNENT: Presumably they are all satisfied. They should be satisfied, because it is the only way out.

MR. PETERSON: And as you said, it is a compilation based on previous year's production.

MR. TENNENT: Previous year's production, and various factors, such as capital investment and cost, high cost and low cost entering into it.

MR. PETERSON: How long has that been in operation under the allotment plan?

MR. TENNENT: The allotment plan preceded the code by some two or three weeks, that is, they did not go through at the same time.

MR. PETERSON: But so far as you know it is working out satisfactorily to all parties concerned?

MR. TENNENT: Five days a week.

MR. PETERSON: The allotment plan is working out satisfactorily?

MR. TENNENT: As far as I know. I could not say that, because I don't know the financial---I think that allotment is the only thing in the pulp and paper industry.

MR. PATTERSON: You feel that was the only salvation for your industry to take care of production and distribution.

MR. TENNENT: Yes, sir.

MR. DELAHANTY: You have indicated that you could sell much more than you produce. What is that based upon? Is the product superior, or is it based upon the fact that you offer your products under the world market price, which has been indicated here is the Savannah price, for turpentine, or just what? Would you mind expanding on that?

MR. TENNENT: One of the factors in favor of this is it is the furthest produced north of any turpentine. We have freight differential over Savannah of some three or four hundred miles. In other words, we are some three or four hundred miles nearer to market for turpentine in New York or Chicago---no, not Chicago---we confine our sales to the eastern seaboard. I would also say we make a superior product and it is accepted by the trade, if an opportunity to purchase is presented, ours is purchased, and we have no difficulty in selling it. Our sales organization handles this alone, and we have no separate organization.

MR. DELAHANTY: Would you be willing to say, Mr. Tennent, that the price at which you sell your product depends or differs from the price at which gum turpentine is sold, merely to the extent of freight differential between Savannah and your points of production?

MR. TENNENT: No, sir, I wouldn't say that it sold the same off the Savannah market. Naturally, being a by-product turpentine and not being a gum

turpentine, we would not expect the same price that gum, or even some distiller gets, which is the same price off the Savannah market. Just what it is, I am not in a position to say. It changes from time to time, but we have a differential and it is a sliding scale. When the Savannah market is over, we have a quotation.

MR. SESSIONS: You have referred to the fact that it is a by-product and is that the way you get most of the returns on this product, from the major products?

MR. TENNENT: Yes, it is only a small percentage.

MR. SESSIONS: And, in the second place, this is a reclamation.

MR. TENNENT: It is a reclamation of wast forest products.

MR. SESSIONS: It is a reclamation of what might otherwise be refuse?

MR. TENNENT: Yes.

MR. SESSIONS: I have reference to the fact that you claim it is a by-product, which would otherwide be wasted.

MR. TENNENT: It would be thrown away.

MR. SESSIONS: Consequently, the return you get from that product is just in addition to your major line of products?

MR. TENNENT: Yes.

MR. SESSIONS: And consequently that fact might also have a bearing on the differential which you feel you could afford to make with reference to the price you obtain for it.

MR. TENNENT: Yes, sir, that is the fact.

MR. SESSIONS: And would you say that that is a very material fact?

MR. TENNENT: No, I don't think so. It being a different grade than the gum syrup, we naturally expect a lower price.

MR. SESSIONS: In addition to the competitive advantages of the

freight rate differential, the fact that this is also a by-product, which would otherwise be lost to you, and the fact that you look for your greatest return from the major products of your plant, this would be an addition to the competitive advantage that you might enjoy?

MR. TENNENT: No, we have tried to get as much as we can for it.

MR. SESSIONS: But I say you could afford to get less than if you were looking to it as your primary return?

MR. TENNENT: No, I wouldn't say so. I think the salesmen get as much as they can.

MR. PETERSON: Did I understand you to say that the price of your product is based on the Savannah price of gum turpentine?

MR. TENNENT: On the Savannah market, some, not all on the Savannah market, of course.

MR. PETERSON: In that connection, did you ever give any thought or study as to the method by which the Savannah price is arrived at?

MR. TENNENT: No, I really know very little of the marketing conditions that you have here. I have learned a lot since I came here.

MR. SPARHAWK: You don't use either long leaf or slash at your Covington plant, do you?

MR. TENNENT: No, that is the source of the plant is primarily lot lumber.

MR. SPARHAWK: Would you say that that suggested the lot lumber and possibly the virgin pine may, in time, become your source of turpentine?

MR. TENNENT: Well, at the present time, the Covington mills of course,

they operate on lot lumber, and I appreciate you are familiar with it. The Champion Paper Company are operating in the mountains of North Carolina, at an elevation of 3000 feet above sea level, and naturally their pines are older and more size, and it holds less turpentine than our pines. Our pines are right in the growth of the pines around Richmond, Virginia, and grow possibly to eight inches or eleven or twelve, that is, in eleven or twelve years, and we have some thousand acres, some several thousand acres of land today on which we are planting or have planted slash pine for reforesting; some several hundred thousands of trees, a half million of them.

DR. VIETCH: May I ask where this is?

MR TENNENT: The Gelinska tract, which is in Dinwiddie County. I don't know just exactly the extent, but Mr. Gooch, our forester, he was up until the depression can tell you. We have another tract called the Tinsley tract of four or five thousand acres.

TH. PRESIDING OFFICER: Where is that located?

MR. TENNENT: Either in Surrey or San --St. George.

DR. VIETCH: Both in Virginia?

MR. TENNENT: Yes, and Mr. Gooch has been our forester, and until the depression we practiced reforesting on an extensive scale.

MR. SPARHAWK: Are they doing well that far north?

MR. TENNENT: They are doing very well, around five or six feet high.

DR. VIETCH: When were they planted?

MR. TENNENT: They were planted about four or five years ago.

THE PRESIDING OFFICER: Does anyone else care to speak on the steam distillation feature of the hearing?

R. L. DIGGS, being duly sworn according to law, testified as follows:

I am the treasurer of the Retort Pine Products Association.

For the purpose of this hearing, I think it is proper to say that the turpentine we produce can be classed as a by product. For that reason, I have taken no definite stand with respect to the marketing agreement. Our feeling has been that we would prefer to let the gum people decide and go along with whatever decisions they make.

MR. SESSIONS: May I ask whether your plant is one of the four plants which altogether constitute 15 per cent of the production?

MR. DIGGS: No, sir.

MR. SESSIONS: I mean 15 per cent of the production by the steam solvent process?

MR. TENNENT: No, sir.

MR. SESSIONS: You are one of the destructive distillation plants?

MR. DIGGS: That is correct.

MR. SESSIONS: How many such plants are there?

MR. DIGGS: I think there are nine plants operating at the present time.

MR. SESSIONS: And those nine plants, together, would constitute what percentage of the entire naval stores production annually?

MR. DIGGS: Probably one and a half per cent of the turpentine production. We do not produce rosin.

MR. SESSIONS: And when you say that your product is a by-product I assume that by that, or am I entitled to infer from that, that if you did not reclaim that it would otherwise be lost?

MR. DIGGS: No, that is not so.

MR. SESSIONS: Where does the production end of your business figure in?

MR. DIGGS: I should say that the turpentine end of our business represents not more than five per cent of our total production, in dollars and cents, and from that angle, I referred to it as by-product.

MR. SESSIONS: I would like to request Dr. Vietch, who is in possession of more technical facts, to develop the point I am trying to bring out.

DR. VIETCH: I think Mr. Sessions wants to get the relation of your turpentine to your other products. What are your products and which of them has the greatest value? That which you consider of the greatest value, coming down to your turpentine?

MR. DIGGS: Our primary product, I would say, is pine tar; then we have pine tar oil, and perhaps next in importance is charcoal, and perhaps the next would be turpentine; then pine oil, and perhaps half a dozen other products that have been developed by us and are nowhere in competition with what might be classed as naval stores.

DR. VIETCH: Do any of your plants produce crude methyl alcohol, I mean do they recover that, or do they recover acetones or acids, or is that disposed of as pyroligneous acids, or is it thrown to waste?

MR. DIGGS: On one of our plants only produce a small amount of liquefied methyl alcohol, 95 per cent grain. That is the only plant that I know of.

MR. SESSIONS: Is the quantity of turpentine produced relatively fixed by the quantity of these other products?

MR. DIGGS: Yes, sir, it is.

MR. SESSIONS: That is the amount of turpentine that you recover or obtain is determined by the quantity of these more primary products that

you manufacture?

MR. DIGGS: Yes, sir, Production of turpentine is fairly stable, so many of gallons per crop of wood.

MR. PETERSON: Are you operating under a code now?

MR. DIGGS: Some of our members are operating under the N. R. A.

MR. PETERSON: Do you come in under the wood distillation code?

MR. DIGGS: No, sir.

MR. PETERSON: You are operating under a P. R. A. substitution, some of your members?

MR. DIGGS: Yes, sir.

MR. PETERSON: Is your particular plant?

MR. DIGGS: Yes, sir.

MR. SESSIONS: Mr. Chairman, as a result of some of the questions, dealings, referring to matters of conservation at the hearing yesterday, a gentleman very kindly prepared a statment, a Mr. J. H. Pace, Box 376, Jacksonville, Florida, as President of the Turpentine and Rosin Factors, Inc., interested in the partnership of Walton & Company, of Milton, Florida, in Santa Rosa County.

He has prepared a brief statement dealing with matters of conservation which he asked and requested be read into the record, and it was referred to me just a moment ago.

THE PRESIDING OFFICER: Shall I read it into the record -- will you read it?

MR. SESSIONS: Shall I read it?

THE PRESIDING OFFICER: Is the gentleman present?

MR. SESSIONS: He was, unfortunately , forced to leave before the

conclusion of the hearing.

THE PRESIDING OFFICER: I will ask you to read it, if you will please.

MR. [illegible]: (Reading statement as follows:)

"Some of my reasons for an adequate and just Marketing Agreement.

"This problem can, must and will be solved.

"I deplore the spirit of many of both the opponents and adherents to the proposed agreement, and feel that such is not prompted by selfish motives nor a desire on the part of any one to take advantage of any branch of the industry, but a better understanding and a true spirit of cooperation is what is most necessary at this time.

"The producer is the 'goose that lays the golden egg' and must not be destroyed. He is deserving of every consideration as well as the Factor-Dealer-Distributor and Exporter and one is essential to the other.

"The proceeds of long leaf pine for more than forty years has been chiefly my livelihood, and how I hate to see it abused. Many reasons have been stated as the cause of our present plight, and I too shall endeavor to state in my opinion some of them.

"During the latter part of the past century it was a moral law to cut the boxes into the pines not earlier than November 15th and not later than March 15th of each year, and we were quite content when we had put on 32 streaks each season. A customer and friend of mine, during the season of 1929, put on or chipped 48 streaks - he double-chipped, or put on two streaks each week during June and July, only permitting the over-produced tree to rest in December and January, and while he made around 60 casks of turpentine per crop, he left his tree in a very weakened condition and only secured about two-thirds normal yield the following season, and we only get about 50% yield during winter chipping of trees.

association of the Dentists.

[illegible] I will ask Dr. [illegible] to read it; if you will plea[illegible]

DR. CHESTER: (Possibly withdrawn or deficient).

[illegible] of my brothers for an absolute and just decision[illegible]

[illegible] position and, many can will be solved.

[illegible] explains the merits of many of both the expensive and effective
to the proposed expenses, and feel that each is not prejudiced in making
motives and a decision on the part of any one to take advantage of any branch
of the industry, but a better understanding and a true spirit of harmonious
is what is most necessary at this time.

"The attorney in the 'Green Hat Lane Tie Golden Age' and many was
be destroyed. On is preserving of every accomplishment as well as the Portal-
Dental-Craftsmen and Engraver and are is essential to the study.

"The process of [illegible] and [illegible] [illegible] [illegible] [illegible] [illegible]
entirely be [illegible], and how I hope is [illegible]. [illegible] [illegible] [illegible]
[illegible] visited as the owner of his process [illegible], and I too could [illegible] to
state in my opinion one of them."

"[illegible] the Junior part of the [illegible] meeting it was a matter [illegible]
[illegible] the house into the place [illegible] [illegible] [illegible] [illegible]
this [illegible] [illegible] of each year, and we [illegible] [illegible] [illegible] [illegible]
of dinner and [illegible]. I [illegible] and friend of mine, [illegible] the [illegible] of
[illegible], [illegible] [illegible] [illegible] [illegible] - In [illegible], or [illegible] [illegible]
week during [illegible] and [illegible], only [illegible] [illegible] [illegible] [illegible]
in [illegible] and January, and would be [illegible] [illegible] [illegible] [illegible]
and, so [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

"I have often wished that I had the power to pass a law preventing chipping of pines prior to March 1st and not later than November 1st of each season - also to prevent any tree less than 12" in diameter 18" from the ground which trees could, immediately after turpentining, be converted into lumber, thereby prolonging our forest industry. No tree should be faced less than 9" - 4½" from the ground, although it is admitted that an 8" slash pine will produce a greater yield than a 10" longleaf pine.

"Buying timber in bulk has proven a very destructive practice. A friend of mine on yesterday offered a land owner $1,000.00 for lease on 800 acres in bulk, on which he claimed that he could install 12000 faces 8" in diameter, and a counter offer of 12¢ per face for a five year lease, and if the latter offer was accepted he only intended to install 10,000 faces, 19" in diameter.

"No doubt your Board wonders, with such a vanishing timber supply, why an over-production of naval stores. Forty years ago with the out-into-the-tree box system, we only worked trees three to four years, and now by moving the cups up each year, we work the faces six to eight years and make 40 to 50 casks of turpentine per crop of 10000 faces each season.

"Consequently, by the improved methods of raising the cups each year we almost double the production by working the same trees the additional years.

"It is said that the container for turpentine-a 50-gallon oak barrel (worth $3.00, or 6¢ per gallon) costs more according to value of the product than any other agricultural product container.

"Many producers now think that our marketing methods are obsolete and the control of production in some form is badly needed. Policies and practices must change with changing conditions, but the basic fundamental

methods of producing will endure.

"We need a restriction in production until our surplus stocks are consumed, and a larger consumption. The reduction we can get by reducing the virgin installation on new faces, as when we plant a crop of virgin, means a four to eight year harvest, consequently virgin is the future source of increase.

"A greater consumption must be had through co-operation, research and improved methods of distillation and an effort to give the consumer a perfect grade of rosin and turpentine in adequate containers necessary for transportation purposes."

MR. RIESE: Mr. Chairman, may I ask your indulgence for about three minutes?

THE PRESIDING OFFICER: Does anyone else wish to speak for the destructive distilled industry?

(No response)

THE PRESIDING OFFICER: Does anyone care to speak for the turpentine substitute producers?

(No response)

THE PRESIDING OFFICER: Are there any lumber operators here who care to be heard at this time?

(No response)

THE PRESIDING OFFICER: Any land owners who care to be heard from their point of view?

(No response)

THE PRESIDING OFFICER: Any consumers here who care to be heard, as such?

(No response)

THE PRESIDING OFFICER: Any lessors here, of land, who care to be heard as land owners or as lessors? We will be glad to hear from you, gentlemen, if there are any present?

(No response)

THE PRESIDING OFFICER: Any other interests of any sort who care to be heard?

MR. J. E. LOCKWOOD: Naval Stores Consultant, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, Department of Agriculture, Washington, D. C., testified as follows:

Facts and statistics that I have compiled, and other compilations, have been referred to by previous witnesses here at this hearing, and as some of these have later been corrected, and still later ones filed, bringing the information as to the facts more nearly up to date, I am here to give a brief summary of some of the figures that may help the department on where the industry is at and which way it is going.

The information of the study I have made of the Naval Stores for many years, to find basic facts and what they indicate as to trends and conditions, gradually lead to a realization that the vital, the most vitally important facts, as showing the conditions where the stocks are, indicating whether or not the supply and demand are in balance or out of balance; and to what extent. In studying price trends, we found that there is no relation whatever to production, because if production and consumption increase or decrease correspondingly, the relationship of their being in balance remained the same, and the price did not change, it was not changed, and the stocks indicated that they were out of balance, the stocks were increasing, and that

indicated, unless artificial means prevented, that increasing supply meant decreasing prices and conversely decreasing supply meant increasing prices. Therefore, in studying the information as to the stocks, of course, in endeavoring to determine at what levels stocks appear normal, as indicated by the prices that consumers would continue to pay, and still continuing some volume of consumption, while yielding a fair profit to producers and distributors. That led me to the approximate figure that Mr. Langner used of normal total rosin box in the United States being approximately 535,000 barrels of approximately 500 pounds gross, and turpentine total stock in the United States and in London being approximately 185,000 barrels of 50-gallons.

Now, in accepting that approximation, naturally, we think a better one is based on what is normally in stock. My latest revised figures, which I compiled on all comparative figures issued by the government, and where they lack any of the necessary items, obtaining from my friends in the gum and wood industries all the information they had on the subject, and then endeavoring to reach a fair approximation from a cross-section of the whole information obtained, my figures show that the total peak of stocks was reached at the end of 1931-1932 season, and that on March 31, 1932, our total stocks of rosin were 1,034,000, or a surplus of nearly 500,000 barrels above what I regarded as normal, and turpentine 180,000 barrels or nearly 40,000 barrels surplus.

On March 1, 1933, taking the government figures and records of the stocks, and the stock records of stocks which my friends furnished me, from the factos, and I assume that those stocks were approximately the same as they had been the year before, they gave a total of stocks on hand, on March 31, 1933, as 844,000 barrels of rosin, and 147,000 barrels of turpentine,

including again, London, showing a decrease from 1931-1932 season of 190,000 barrels of rosin and 17,000 barrels of turpentine.

Bringing those figures more closely to date, and taking the stocks on hand, but then, bringing those figures up to date, I would say that taking the production and the estimates of production this year, covering increase in both gum products and wood products, I estimate there will be an increase of approximately 120,000 barrels of turpentine in the season ending March 31st, and 400,000 barrels of rosin.

Against that estimated increase we have a surplus absorption of last year that took care of normally 200,000. In addition to that, we have had an increase in exports, up to the close of September, of 196,000 barrels, those two items normally accounting for and taking care of the entire estimated increase in rosin, and preventing, if they do take care of it, any increase of the surplus.

As to the domestic consumption, while the stocks, as directly reported in the previous testimony, show material decrease, I consider the most reliable and complete indicator we have is the Index of Industrial Manufacturers, issued by the Federal Reserve Board, and that index shows an increase in industrial manufacturing, for the first six months of this year, on 27 per cent. I, consequently, think, that beyond any question, it is a safe assumption that domestic consumption of rosin has materially increased since April 1st.

Now, taking the surplus we had on hand April 1st, to see how important it was, notwithstanding it had decreased from the previous year, as compared with the estimated production of last year, we find that the surplus -- well, I have only got the figure here of gum rosin, but it would be comparatively

the same as compared with the estimated production of 1,300,000 barrels of rosin last year; a surplus of approximately 300,000 barrels, or a little less than 25 per cent of the season's production.

In turpentine the surplus is materially less, it is less than 10 per cent, and with the indication that the excess consumption of last year, compared with production, together with the increase in exports this year, approximately balance the estimated increase in production, and that any increase in domestic consumption will consequently reduce somewhat the surplus we had April 1st of this year.

I believe that the emergency indicated by the surplus is lessened a great deal, and that it is this season growing still less, notwithstanding increase in production, due to the large number of new crops and the unusually favorable weather.

In regard to the situation of the two products, relatively, rosin and turpentine, and assuming from the testimony that has been given, that $65.00 per unit is the objective that is being generally considered and agreed upon, I have taken the normal relation of the two products, in their cash returns from sales, which is approximately 60 per cent of the return which should come normally from rosin and 40 per cent turpentine. On that basis, at $65.00 per unit, we would require six and a half for rosin and with rosin today averaging approximately four, rosin is approximately 30 per cent below that price level. Turpentine should yield twenty-six a barrel or 52 cents per gallon. It has actually reached approximately 44 cents, or only 18 cents below the $65.00 price level. Consequently, I would say that turpentine has passed, beyond the question, the emergency condition, and is so nearly back towards the level that it is probably holding a better position than many of the major commodities of our country's production.

Rosin is more the problem and is the principal problem but with the rosin stocks having decreased from 1,034,000 barrels on April 1, 1932, to 844,000 barrels as of this year, with the outlook there will be no further increase in surplus and very probably some decrease, and the surplus on April 1st having gone down to around 300,000 barrels, it seems to me that the industry is now in a materially better statistical position than it has been at any time before the depression, and it is now well passed the course of the depression and well forward on its way towards normalcy.

MR. DELAHANTY: Would we infer from the statement you made, Mr. Lockwood, that you believe that the industry should not curtail its production, for example?

MR. LOCKWOOD: I believe it is more important to work out slowly, thoroughly and to the best possible advantage, whatever program the industry needs and to take the necessary time to do that, even if it takes another year. Then, with the condition of the industry already improved, doing nothing hastily, that may bring reaction and cause losses, at least, to many people of the industry, that the conditions do not warrant.

MR. DELAHANTY: Mr. Lockwood, the proposed agreement does not say, of course, that there shall be a curtailment in the production, it merely is, as is stated, a marketing agreement wherein a control committee will decide upon the factors to be considered during the coming year in assigning and allocating Being conversant with this, as I presume you are, this marketing agreement, would you say it would be of value to the industry?

MR. LOCKWOOD: No.

MR. DELAHANTY: If so, why not?

MR. LOCKWOOD: I would say, not on account of this one fact, that I believe the history of the industry has indicated such extreme prices under conditions, when even a portion of the industry has exercised control over

supply, that has caused consumer prices to advance to extreme levels, that the danger of an impression that this will be used to leave those prices and bring back unreasonably high prices, will cause consumers to start thinking about looking for materials in place of naval stores, which they can find, and I think the danger of losing consumption, and permanently losing their market is greater than the benefit the industry can derive this coming season, with conditions, as I say that much better than they were and tending towards still better.

MR. DELAHANTY: Mr. Lockwood, what makes you think that such an agreement would promote, let us say, unreasonably high prices, unreasonable, I think, from the standpoint of the consumer.

MR. LOCKWOOD: Because, from many years marketing of naval stores, and intimate dealings with consumers, I have found the consumers, having found conditions within the naval stores industry such, that they have at times, consumers have accomplished control of the supply to an extent that has advanced the prices extremely, and the consumers at home, and I judge abroad, I believe, lack confidence in the naval stores industry, unless they are consulted and have a voice in determining a program of carrying it out.

MR. DELEHANTY: Mr. Lockwood, you are established as a naval stores consultant. Would you mind giving us some idea as to the kind of thing that the industry should do in order to attain a better state of financial return, and when I ask I do not mean for you to say in abstract term "research and advertising and things like that", I am talking more in terms of the faults which are inherent in the industry, which, if rectified, might result in a better net return to the producer under present conditions of their production.

MR. LOCKWOOD: I think the best promise of achieving the result you mentioned is through producers, distributors and consumers generally working out a plan for as nearly as possible stabilizing prices, and so that in return

for their willing consent to an advance in prices to a level that will yield a fair profit to every economical producer, that they will have protection against those prices going to unreasonably high levels at a loss, and I think the only way it is possible to bring that out is through joint consideration, decision and action of producers, distributors and not producers alone.

MR. SESSIONS: When you refer to some agreement which would have, as its result, the stabilizing of prices, just how do you contemplate that stabilizing agency might be brought about. Do you refer, for instance, to some attempt to balance production?

MR. LOCKWOOD: Assuredly.

MR. SESSIONS: And would you say that that should be supplemented by some additional assurance that the prices would not go to unreasonable levels. Now, just what form need that assurance take within the realms of human possibility?

MR. LOCKWOOD: Based on the plan that developed and brought into effect the naval stores act, which is the only instance I know of any action that the naval stores industry, where unanimous consent of all classes of the industry, and consumers of its products, were obtained. The movement started with a general meeting at Savannah, Georgia, of representatives of producers, distributors and consumers, and generally the need of some sort of a general plan of action was discussed, until finally a joint decision, a unanimous decision was reached that something was needed. Then a committee consisting of representatives of all these classes was appointed, and that committee ultimately perfected and submitted in its original form the naval stores act, and when that was worked into its final form at one of the later meetings in Savannah, it went to Washington with the unanimous support of the industry and the consumers. It went into the Congress at the close of the last session before President Harding started west on his last trip, and being without a

single opponent, went through Congress and was signed by President Harding and became effective.

To me it was typical of the fact of how slight an amount of opposition would have made a failure of that program. Unanimous co-operation, unanimous consent and support made it a success, and I would say here that while I believe the industry needs a plan, I don't think it needs it badly enough to get any plan until one is worked out that has the best assurance of, as nearly as possible, one hundred per cent support, to correct whatever faults are bound to be found in it, which will not be corrected, I don't believe, unless it does receive practically unanimous support. That kind of a program, worked out with a control committee, where all classes would still have a voice or be consulted, and have equal power in deciding what we need, would, I think, protect the industry against the danger of losing its market, because if the question came up of the protection for the present year, based on consumption of consumers, and a consumer had a voice in it, the producers, should say, as I think they will on reflection, that we are not here to producesomething if the world doesn't need it and would not take it at a profitable price. What they need for the coming year, and if they fix the quantity, they will not have any fear of of the price, or if they fix the quantity they will not blame the industry and the industry acts on that, having proper voice in it, and the results are bad, as they are bound to be, they will then blame the industry and theresult is they will endeavor to get away from this product and the industry will lose its market. It is my opinion, but I think it is common sense.

MR. SESSIONS: I understand that you would favor some sort of an attempt on the part of the industry to strike a balance between what the probable consumption would be, and set that off against the possible production, and that that would be within the realm of human possibility to bring that about, somewhat within the limits of the way it is approached; perhaps not this

particular plan, but some plan which would eliminate the faults which some people feel might exist under this particular plan, but there would be in cost the necessity of supplementing the efforts of the producers with the efforts of the distributors and perhaps the factors and consuming public. Now, would you say that still their efforts should be confined to striking that balance rather than such a thing, for instance, as dictating the prices?

MR. LOCKWOOD: I think the law of supply and demand should be permitted to work naturally; I don't think it can be perpetually prevented from working that way or working the other way. I think the action can be derived, and I believe it is the proper program to have towards the end of each year, a survey made of all the conditions, have everyone so well satisfied with the program and the method of carrying it out that they willingly furnish information as to their conditions so as to facilitate the securing quickly and accurately of the most complete statistics, and then estimate the probable demand of the coming year and receive your stocks according to the stock necessary to meet unexpected demands, and then agree what production should be during the coming year. If it means at times to save the industry, let us increase the stock somewhat, but reasonably, and let the consumers have a voice in it, and if they are shown that if they do not work with the industry it will work to their disadvantage over a period of years. That should be done, but I think there should be regulation, but regulation obtained through complete cooperation and complete study, but not without it.

MR. SESSIONS: So that the value of having consumer representation would be two-fold. In the first place, it would disabuse their minds of any feeling that there is going to be an undue leverage of production and price, and in the second place, it would be a relatively simple way of ascertaining the amount the consumers would want. They were right there and all you would have to do was to ask them just two questions.

MR. LOCKWOOD: Not only that, if the ones who were not there, and if any in their class were represented and properly constituted, it would merely furnish the information wanted. Otherwise, it is very apparent, even under federal laws at federal regulations, to get what the law wants to get, but to do it it is difficult, but not when you do not get human resistance, and you can get the information on anything you propose, and I think with co-operation and with it being done in the right spirit it is bound to succeed.

MR. DELAHANTY: What have you to say of the conservation amendment that was put into the record, and supplemented subsequently by Mr. Ferragano? What is your reaction to that type of amendment in its effect, more particularly, upon curtailing production or controlling production.

MR. LOCKWOOD: I think conservation is just as necessary and important as reforestation, and I think we should have full accurate return on all of the forestry reserves we need, which we now lack, and they, I think, should be used and conserved, but I think, as a factor in bringing that about, it again needs co-operation, particularly with land owners, and the general public should be considered, the naval stores industry, and I think our Department of Agriculture and forest service could help wonderfully in doing that, in working out some plan by which the amount of production would be more definitely known by producers, and an incentive would be provided for efficient low cost production, and if the cost of production is given for the different sizes of timber, I think automatically many producers will stop working, stop working on their small timber and work only the large, and as I have had reports from some of the actual producers, who have been forced to do that, by certain owners of the timber, they found to their surprise that they could make more by working a part of the large timber than they expected to make, and they could do better than by working all of the timber, and the profits made by working the large timber would often be offset by the working of the small timber.

I have not heard anything in this agreement yet, anything that provides a program of low cost, and I think the whole idea should be to improve the products, and as far as possible reduce the cost and make it more attractive to the consumer, and to help the market. I thing there are a good many angles to it, and whatever your failures are at first, reserve the right, as the president says in his program, to cancel the error and find a better way of doing it, and I taink this industry should be in that same condition, realizing nothing is going to be worked perfectly first, but if you have all the interests affected working together, gradually you will work it out.

MR. PETERSON: Mr. Lockwood, all you have said has been certainly interesting and enlightening. I would like to ask you one more point about one of the things you said. You said, or did you say, it was advisable to have the producers, distributors work together and to co-operate to work out their difficulties. Would you care to state practically what you have in mind and how much or how that should be done?

MR. LOCKWOOD: Yes. By reading a remark made here yesterday, or the day before, it appeared to me this particular problem of the marketing agreement, that has been under consideration by various interests in the industry for many months--right near the end of what, to me, should have been the first step, you should have had as a general conference of the representatives of all classes, and so far as I know, this is the first one that has been held in connection with the marketing agreement for the naval stores industry. Now, if the general conference is called under the auspices of the government, and this is taken as the conference, and a committee, or each class is asked to send a representative, and these representatives work together on one committee, you would not need any more suggestion. The good interests of that kind of a representative committee would find a way to make their pro-

gress and work it out eventually in the way which would solve these problems.

MR. PETERSON: You mean, in essence, this group may make a market? On one side is the consumer, and on the other is the conflicting forces of the producer and seller, and in economic theory he must be, at last, on any basis of our economic setup. Now, the producer must try to sell at as high a price as he can and the consumer must attempt to buy it as low as he can, and that produces the market.

MR. LOCKWOOD: In many years of selling naval stores, I have never had that thought, and I don't have it now, and I don't believe it is constructiv selling, I don't believe that for an industry that is -- that any industry that produces that will get anywhere except to trouble. I believe to sell you have got to consider the other man's interest, and if it is not to his interest to buy your goods it is a mistake for you to sell them, even if he is willing to buy them and pay a profitable price. If he should lose through that purchase, you should endeavor to prevent the purchase. On the other hand, if you can study with him his needs and his possibilities and show him how he can use your material with profit to himself, then you can assure him a supply of material at a reasonable price, you have then done your work. There are not two questions, there are not two sides that are antagonistic.

MR. PETERSON: I had no idea of playing up any trouble between the buyer and seller, I was only speaking of a program in any case. Naturally, they have each got to have the others' interest at heart if they are going to do business together, but I was speaking more technically of the matter of the basis of price as one of these factors: I simply wondered if you had in mind, when you spoke of getting together the producer, distributors and consumers, if you meant that in the idea of creating a market or would you just have a group of consumers in there to consult with the producers and distributors so that they could more clearly understand each other's problems and what the demand might be based on and the probable price, so the producer

could go ahead and produce that amount of goods.

MR. LOCKWOOD: I don't know as I have clearly the question you have in mind, but if I have it, my answer would be that if instead of the proposed marketing agreement, and under it the proposed control committee of non-producers only, you had a committee representative of all of the classes of interests, that would be, that committee would, I think, willingly agree if your price should be advanced and as an offset to that, they would expect protection against undue advances, and I will add to that this statement. I was talking a few years ago with the president of the largest or one of the largest paint and varnish manufacturing companies in the United States. I said, "Wouldn't you be glad to forego a low price on turpentine in times of depression, in times when the industry is at a disadvantage, if you were given protection against unduly high prices when the opportunity occurred for the industry to exact them?" And he said, "Yes." I said, "For instance, wouldn't you be well satisfied to have turpentine range from, say, $60 to $90, than average somewhere around $75 and $80--"that might not be the exact price -- but it is very close to what I said to him, and he said, "Yes, your idea is right. We would gladly pay more if we were assured of not having to pay much more on a wide range in price, and it was stabilized."

DR. VEITCH: I would like to ask Mr. Lockwood if he feels that the retail prices of the products made from turpentine and rosin follow the fluctuations, in the price of turpentine and rosin, steadily down fluctuations in the prices of turpentine and rosin.

MR. LOCKWOOD: I don't think their prices are determined by the cost of their raw material. I believe they are determined principally by the cost of competitive products, like the yellow soap manufacturer.

DR. VEITCH: That is a raw material.

MR. LOCKWOOD: Yellow soap?

MR. VEITCH: Competitive raw material.

MR. LOCKWOOD: Coming back to the yellow soap manufacturer, and his competitive material of white soap, we will say, and regardless of whether the cost of rosin goes up and down, or other forms of acids, he needs tallows, oils and so forth. I think he has got to consider all the prices he has to pay in competition with other soaps, to sell his products, and to hold his consumers, he is going to do so at a loss, to hold his market, and over the years he is going to do so at a profit, and it is impossible for him to hold his business unless he is manipulating.

DR. VEITCH: The reason I ask is this, that very recently I learned in Washington, in a well-known product, I inquired the price of a well-known varnish, and found it was still selling at about the war-time price, when turpentine and rosin were five or six times as high as they are now, and I was wondering what was the explanation of that situation.

MR. LOCKWOOD: Well, I imagine a market has been created by that product based on actual merit, based on advertising, psychology that enables them to hold the market at that price, regardless of the varying prices of other commodities, but whether that market is as large as it might be or not, might be well evidenced by a step that was taken— and with the consent of Mr. Bent of the Hercules Powder Company, I will mention the Hercules-Bent, I am saying this with your consent—I will mention one that Hercules had constituting a market on a new product they contemplated bringing out. They found they could get easily 12 cents a pound, but that there was only a limited volume of the market at that price. They found by reducing the prices to eight cents a pound they could get a very much larger volume, believing in the end it would be best.

Hercules started opening that market at the eight cent price, foregoing the extra profits, and believing in the end it would be better, so

those people who had that advantage may only have a limited market.

The naval stores industry, with an increased supply of forest preserves, to my mind, should concentrate a steadily increasing market.

DR. VIETCH: The industry might even well take a hint and try to develop a larger market and a higher price for its products.

THE PRESIDING OFFICER: What would be your answer to that?

MR. LOCKWOOD: The answer would be if it can develop the market with the buyer being able to again use materials which carry a larger profit and use them with profit to the buyer, yes.

MR. CASSEL: Mr. Chairman, in this set-up that Mr. Lockwood is pressing here, I just want to find out whether it was his intention to include the factors under the head of distributors or not?

THE PRESIDING OFFICER: Do you care to answer the question, Mr. Lockwood?

MR. LOCKWOOD: I consider them as distributors.

MR. CASSEL: I think that should be brought out more clearly, because the factor, in a way, is the backbone of the industry.

MR. LOCKWOOD: I recognize that fact, and particularly since I have been living in Savannah in the last two years, where the bulk of our gum turpentine is marketed through factors and dealers and exporters.

THE PRESIDING OFFICER: It has been called to my attention that possibly Mr. Wilson has some information that should be brought out at this time that was not obtained before, and if Mr. Wilson will consent, I will ask him to resume the stand.

H. M. WILSON resumes the stand:

MR. WILSON: Mr. Chairman, I want to say first, lest I omit it, before I forget it, that as a member of the producers' committee I want to express, for the committee, their appreciation of the entirely fair and impartial hearing you gentlemen have given us during these three or four days. There has been no criticism of any kind that I know of that has come from the source of any proponents.

Naturally, the agreement in its present form, together with the amendments submitted, is the case for the proponents. Naturally, also, a large part of the evidence for the agreement is in the form of statistics which have been filed and are in the record. What I should have to say will be somewhat historical and it may not be entirely relevant, unless it may give you gentlemen the broader picture of what has been done in the setting up of the agreement, and if I may do that, I will take it up now.

THE PRESIDING OFFICER: You may.

MR. WILSON: I may not be entirely clear on all of my dates, but I will approximate it, at any rate. I have been working on the marketing agreement since early June. I think it was in the first or second week of June, or possibly it might have been the last of May, or entirely in April, a conference was called at Brunswick. It was informal in the fact that just a few of the different members of the different divisions of the industry were invited, and it was so considerate. At that meeting there were present representatives of two of the larger distributors, three factors and Mr. Speh of the Fine Institute. The matters under discussion at that meeting were concerned very largely with a control of production, not a marketing agreement necessarily, but some sort of control of production, which might help the industry. There was nothing definitely done at that meeting, except to exchange opinions.

I may say, I think I shall say in justice to myself, that at that meeting I failed to express myself on any controlled production. It was a matter in which the producers and their financial agents, the factors, were primarily concerned, and that the farmers had no particular part in it, in that respect, except in an advisory capacity, which is provided for under the duties of the control committee of this agreement. They are entitled and instructed to secure all information possible. A large part of that, we thought, would come through the dealers. I think maybe that is one thing that might be considered.

As I said, there was nothing done at that meeting definitely, and there was not supposed to be when we went there, so on June 16, or several days before June 16, I took it upon myself to call a meeting of factors in Jacksonville for that day, June 16. There were present at that meeting, I think 95 percent of the turpentine and rosin handled by factors represented. I was made the chairman of that committee and was asked to appoint a committee of eight representing the distant factors to keep in touch with the situation, and in that capacity, I called another meeting. I don't remember exactly what day that was, but during the meeting of the committee we found that it would be advisable to attempt to secure a definite decision as to our position in the general scheme of the administration for recovery, as to whether we were an agricultural product entitled to organize or to a marketing agreement under the Agricultural Act or whether we would be placed under the N.R.A. To that end, about the middle of July, with the authority of this committee, I went to Washington, as a member of a committee of three to secure that definite allocation.

We secured a hearing before Mr. Wayne C. Taylor, having first been told, however, that we should ask for a hearing before Mr. Stephens, district administrator of the N.R.A., but we secured one from Mr. Taylor. I think on the morning of the day we had the engagement with him, or at ten o'clock that night, he called us and told us that we had been allocated to the Agricultural Adjustment Administration.

On July 21 we had another meeting of factors in Jacksonville, and at that meeting I think all factors were represented, except, possibly, two, one of whom had been to our previous meeting.

On July 21, the attendance of the different factors was practically the same as at the first meeting, ninety to ninety-five percent, and at that meeting

it was decided by a vote taken, by a proposition made and a vote taken, by each one present answering, that they, with the exception of one factor, were in favor of an allocation of production, with a view of adjusting production with consumption, provided one could be made on an equitable basis.

I think it was at this meeting, then, also that plans for drawing up such an agreement were made.

Mr. Reese was asked to begin work on one, which he did, and I think it was at a later meeting that the committee authorizing employing Mr. Langner.

On August 4 we discussed tentative agreements which had been prepared by Mr. Reese and by Mr. Langner, but there seemed to be, at that meeting, a difference of opinion among the factors as to the best methods of securing the advantages of the Agricultural Adjustment Act. At that meeting Mr. McIntosh brought up the matter of a processing tax, and I was instructed to find out whether or not a processing tax would be permitted. I later found out that it would not be, as we were not classed as one of the basic agricultural commodities.

On August 22 we had another meeting of factors in Jacksonville, at which practically all of the factors were present again, and the terms of the agreement were once more discussed, and it was decided at that meeting that a committee of four factors and one producer should go to Washington and find out just what form the marketing agreement ought to take, and I was authorized to appoint this committee and I did appoint Mr. Kayton, Mr. Reese, Mr. Lurton, and Judge Langdale, as the producers, and myself as chairman of the committee.

We went to Washington and had a conference with an economist, I know just what the name was, Mr. Buckaleow of the legal division, and Mr. Dalton an economist. That conference was not very satisfactory, because of the fact

that I think there arose some differences of opinion as to some of the things that these gentlemen told us. We came back, and some of us thought that we would have to have a minimum and maximum price set, and some of us thought we would not have to. We were not entirely in accord as to whether or not the entire industry should be licensed, that is, licensed non-assenters to any agreement. I don't believe we were in entire accord on that.

After we came back, in early September, we had another meeting of the factors in Jacksonville, at which time the same number were present, and became quite evident that, as a unit, we were not in harmony on a number of points. We could not get together.

Mr. McIntosh felt that any agreement to control the volume to be marketed which did not reimburse the producer for that which he did not make would be unfair. It was Mr. Reese's idea at that time that the factors and dealers should be included; also Mr. Reese expressed the opinion that the secretary had no authority to license a dissenting minority, and the upshot of the whole meeting was that we could not agree upon the fundamental necessity of having an agreement and decided to turn the whole matter over to the producers, and let them try to work it out by themselves, giving them the benefit of all that we had learned.

We then called a meeting of the factors and a number of the producers, independents and representatives, on September 6. In that meeting we included somewhat of a cross-section of principal producers, including a large number of independent producers, at which time the progress, or the matters that we had gone over, the factors, were presented, and what we had done was offered to the producers if they wanted it. They decided that they did want it, and at that time the factors, as the factors' committee ceased any efforts toward formulating an agreement.

Prior to the meeting of September, that joint meeting on September 6, a committee was formed of producers, of which I was one also, as a producer, and that committee called a mass meeting to be held in Valdosta on September 14. The number present at the meeting and the results are already a part of the record.

Since that time I think the entire industry has seen what has taken place. The producers met at Valdosta, selected a committee of eleven that selected a committee of five to go to Washington and present the agreement which has been drawn up and which was adopted at the Valdosta meeting.

The committee secured its appointment with the administration, I have forgotten just what day, but I think it was September 25, and that committee or some member of the committee has been present there ever since up until the time of the announcement of this public hearing for November 20.

I think that is simply the history of it up to this time.

I have nothing more to put in the record. I should probably like to present a brief within the ten days. I know that at least the committee will and there may be other things in there that we would like to set up.

THE PRESIDING OFFICER: You may do so.

MR. WILSON: I presume that any brief submitted will have the same standing, so far as the case is concerned, as evidence taken in the record here, is that correct?

THE PRESIDING OFFICER: That has been the practice, yes.

MR. BILBO: Mr. Wilson, you are acquainted with the industry as a producer. What about the time of production and an agreement to be effective for the year 1934. What is the latest time you would have to have action to make it effective to accomplish the purposes of the agreement?

MR. WILSON: It is late now, and it would be, in my opinion, too late to adequately control this year's product, or crop, unless we can get it, I should say, if we could know by December 10 or thereabouts that we are going to have an agreement and the approximate bases of allocation, that we could then go ahead and decide, not decide, but estimate for ourselves the probable total amount which would be set by the control committee and begin making our arrangements with our producers and that is for next year's crop. It is entirely possible that we would not set an exact figure that would afterwards be set by the control committee, but if they, if we were reasonable in our estimates, I believe that we could get within maybe ten or fifteen percent of the actual total amount which would be set by the control committee. Then, if we could get a definite amount by December 15, possibly, I should say February 1, I believe that the arrangements we had made up to that time would be so adjusted that it would not be necessarily a hardship on the factors or producers to meet definite allocations which would be made by that time by the control committee.

MR. DELAHANTY: Mr. Wilson, have you ever made any attempt throughout these various meetings that you should cited to confer with the so-called wood turpentine and rosin interests?

MR. WILSON: At the preliminary meeting of the factors, no. We did confer with them, as a committee, in Washington. I haven't the date, but I think it is rather immaterial. We were first under the impression, we did not know just how we could get together with the steam solvent people, so that they would be at least willing to voluntarily accept an allocation for production for next year. It developed, however, that we were either misinformed or misunderstood some of the statements we had heard, so that I think at the invitation of the department, the administration, all the

representatives of the wood people were asked to come to Washington for a conference with the producers' committee. This was done. We were in conference there, I think, from ten o'clock in the morning, with a short recess, until seven o'clock that night, and the result of that conference is a part of the record in the entire case, but we were unable to agree with them, or they with us, as to any definite plan for allocation to their industry. We felt that the same allocation, based on a six-year period, would be fair to them as it was to us. The matter of research was mentioned and we endeavored to meet that, but as a net result of the day's meeting, we found that we could not come to a voluntary agreement for allocation.

MR. DELAHANTY: Mr. Wilson, it has been brought out here, I believe, that your committee, however, is not particularly interested in a strict adherence to the proposed agreement and its amendments but that you are open to such suggestions or such compromise that would serve the best interests of the industry generally. Was that thought given any consideration when you conferred with the wood people?

MR. WILSON: Yes, indeed.

MR. DELAHANTY: And their reaction was that they were absolutely opposed to any compromise?

MR. WILSON: Finally that is the meaning I got from their answer that night. But now it is possible, that if we did not adhere to the position we took, that any allocation should be ratable between the two industries, there might have been some compromise effected.

MR. DELAHANTY: Mr. Wilson, it has not been brought out in the record, but since you extended the invitation in the hearing here, I think it is fair that we should ask the wood people what their reaction would be to a compromise?

MR. WILSON: I am sure that is still the position of the committee and

was the position of the committee then. We were charged, as a committee, with a definite agreement which has been adopted by the Valdosta mass meeting. We were not authorized to change any of the principles that were involved in this agreement. We could, of course, come back and recommend certain changes, but as to matters of principle adopted by that meeting, we were not authorized to change it.

MR. DELAHANTY: Mr. Wilson, you have subsequently, however, received indorsements to the changes that have been made since that Valdosta meeting, is that right?

MR. WILSON: The only changes of principle are in this agreement as it now stands, together with the amendments that I recollect, as one only, of the method of appointment of the control committee.

MR. DELAHANTY: I merely wanted to get into the record the fact that after the Valdosta meeting, if you were to have a subsequent joint meeting, with this group, on any changes you could likewise have had their indorsement.

MR. WILSON: I felt as to any change in principle we were not authorized to do it.

MR. BILBO: Mr. Wilson, in case you are reasonably assured that there would be an agreement by the middle of December, do you believe the factors would be willing to cooperate in making the financial arrangements for that allocation until the agreement is finally adopted?

MR. WILSON: I do believe so.

MR. BILBO: You think if you know there is going to be an agreement that they will fall in line and assist the producers?

MR. WILSON: I certainly do.

L. M. BENT resumes the stand:

I would like to make clear my understanding of the procedure at the meeting with Mr. Newton's committee in Washington. Briefly it was this:

We expressed the general opinion that anything good for the entire industry would contribute to the help of the component parts. We were willing to consider anything that would help the entire industry.

We were informed at that meeting of the fact that the committee of gum producers was without discretionary power and that they were definitely limited to discuss the Valdosta meeting or agreement, and that only. We made a number of suggestions we thought were constructive, but as I say, those suggestions could have no influence on the gum producers committee, because, as they stated, they had no authority to depart from the suggestions laid to them at the Valdosta meeting.

MILLARD REESE (resumed the stand):

Mr. Chairman, I desire to first complete my evidence, as far as it can be done, by presenting this exhibit. It is in rather rough form, but it is the information which I promised, showing receipts of the Downing Company at Brunswick, Georgia, -- I mean the stocks on hand of turpentine and rosin.

THE PRESIDING OFFICER: This will be received as exhibit 35 and marked as such and made a part of the record.

(Exhibit referred to was received in evidence, marked exhibit 35, and reads as follows:)

"Statement showing stocks of turpentine and rosin on hand at Brunswick, Georgia, on October 31 of each year from 1921-33, inclusive.

"Below are listed the number of barrels of rosin and casks of turpentine on hand at Brunswick October 31 each year from the present one on back through 1921. The figures back through 1926 include all naval stores in Brunswick

including customers' holdings. From 1925 back through 1921 is stock on hand at that time. No record could be found of any holdings of Columbia Naval Stores Company that customers may have had in Brunswick in those years. The stocks seem low for 1921, but this may be accounted for by the fact that a large part (30%) of the receipts that year were diverted to Savannah and Jacksonville, according to the Minute Book, due to the fact that Mr. Downing was unable to make certain arrangements with the railroads.

	Rosin	Turpentine
October 31, 1933	48,780 bbls.	5,972 casks
1932	57,351 "	9,228 "
1931	81,543 "	7,839 "
1930	52,392 "	11,581 "
1929	39,573 "	7,429 "
1928	42,496 "	11,275 "
1927	44,341 "	10,399 "
1926	34,881 "	9,553 "
1925	25,679 "	8,262 "
1924	13,402 "	7,815 "
1923	31,896 "	3,950 "
1922	21,062 "	3,560 "
1921	11,536 "	787 " "

MR. REESE: Next, I desire to tender this as an exhibit, a tabulation which Mr. Peterson asked for, showing the differences between production that would be allowed producers under the plan of allotment set out in the proposed agreement, and a 20 percent reduction in their estimated production for 1932.

I have taken the liberty, Mr. Chairman, instead of giving the names of customers, just to give them numbers. We don't care for the names of our customers to be made a part of a public record, when it would serve no good purpose. I have also had omitted from this statement shippers of ten, fifteen, twenty, and twenty barrels a year.

THE PRESIDING OFFICER: It will be received as exhibit 36 and made a part of the record.

(Exhibit referred to was received in evidence and marked exhibit 36.)

TABULATION SHOWING DIFFERENCE BETWEEN PRODUCTION THAT WOULD BE ALLOWED PRODUCERS UNDER PLAN OF ALLOTMENT SET OUT IN PROPOSED AGREEMENT AND 20% REDUCTION IN THEIR ESTIMATED PRODUCTION FOR 1933. THE PRODUCERS SHOWN ARE CUSTOMERS OF THE DOWNING CO.,INC.,BRUNSWICK,GA.

This Column shows average Production for six years ending 3/31/33 or lesser number of years, the producers has shipped to the Downing Co.,Inc.	Average prior 1933	70% of average	Production to 10/30/33	Total estimate 1933 production	20% of 1933 production	Estimate allowed for 1934
#1	453	315	310	364	73	291
#2	282	197	186	213	42	171
#3	387	271	346	407	81	326
#4	396	277	374	440	88	352
#5	468	328	501	589	118	471
#6	194	136	144	170	34	136
#7	217	152	215	253	51	202
#8	103	72	200	235	77	158
#9	165	116	110	129	26	103
#10	2,583	1,808	3,327	3,914	783	3,131
#11	1,468	1,027	897	1,053	211	844
#12	219	153	116	136	27	109
#13	127	82	203	239	48	191
#14	560	392	423	497	99	398
#15	763	534	1,383	1,627	325	1,302
#16	411	288	346	407	81	326
#17	250	175	108	127	25	102
#18	383	268	326	383	77	306
#19	416	291	283	333	67	266
#20	265	186	296	348	70	278
#21	419	293	313	368	74	294
#22	164	115	118	139	28	111

| | | |

	Average prior 1933	70% of average	Production to 10/30/33	Total estimate 1933 production	20% of 1933 production	Estimate allowed for 1934
#23	333	235	189	222	44	178
#24	388	272	245	288	58	230
#25	399	279	336	395	79	216
#26	468	328	373	438	88	350
#27	1,320	924	728	856	171	685
#28	408	286	237	278	56	222
#29	229	169	191	224	45	179
#30	853	583	627	737	157	580
#31	488	342	412	484	97	387
#32	504	353	500	588	118	470
#33	362	253	329	387	77	310
#34	389	272	275	323	65	258
#35	422	295	135	158	32	126
#36	234	164	180	211	42	169
#37	107	75	227	267	53	214
#38	456	319	362	425	85	340
#39	242	169	336	395	79	316
#40	1,428	1,000	982	1,156	231	924
#41	382	267	310	364	73	291
#42	130	91	54	63	13	50
#43	359	251	318	374	75	299
#44	615	430	623	733	147	586
#45	713	499	499	589	118	471
#46	489	342	98	115	23	92
#47	147	103	82	96	19	77
#48	377	264	309	363	73	290
#49	469	328	456	536	107	429
#50	240	168	185	217	43	174
#51	155	108	134	157	31	126
#52	591	418	227	267	53	214
#53	228	160	128	150	30	120
#54	317	222	345	405	91	314

	Average prior 1933	70% of average	Production to 10/30/33	Total estimate 1933 production	20% of 1933 production	Estimate allowed for 1934
#55	586	410	752	884	177	707
#56	403	282	512	600	120	480
#57	462	323	522	614	123	491
#58	561	413	726	854	171	684
#59	461	323	210	247	29	218
#60	437	306	288	338	68	270
#61	1,322	935	843	992	198	794
#62	162	113	123	145	29	116
#63	398	279	296	348	70	278
#64	287	201	272	320	64	258
#65	157	110	93	109	22	87
#66	322	225	199	234	47	187
#67	276	193	226	266	53	213
#68	275	193	187	220	44	176
#69	564	255	333	392	78	314
#70	187	131	75	88	18	70
#71	183	128	25	29	6	23
#72	974	632	783	821	164	657
#73	509	356	410	481	96	385
#74	157	110	151	178	36	142
#75	242	189	203	239	48	191
#76	292	204	461	542	108	434
#77	535	375	577	678	136	542
#78	177	124	43	50	10	40
#79	627	439	346	407	81	326
#80	442	309	226	266	53	213
#81	311	218	267	326	65	261
#82	251	176	259	304	61	243
#83	573	261	127	138	28	110
#84	370	399	247	290	58	232
#85	960	602	1,177	1,384	277	1,007

	Average prior 1933	70% of average	Production to 10/30/33	Total estimate 1933 production	20% of 1933 production	Estimate allowed for 1934
#86	495	347	195	229	46	183
#87	471	330	321	377	75	302
#88	479	334	354	416	83	333
#89	275	193	299	352	70	282
#90	809	566	477	561	112	449
#91	715	500	481	566	113	453
#92	532	372	461	452	108	434
#93	400	280	432	508	102	406
#94	487	341	410	482	96	386
#95	234	164	207	243	48	195
#96	166	116	82	96	19	77
#97	580	406	483	568	114	464
#98	263	184	109	128	26	102
#99	537	376	476	560	112	448
#100	331	232	239	281	56	225
#101	474	332	413	486	97	389
#102	589	411	593	698	140	558
#103	286	200	311	366	73	293
#104	265	256	203	239	48	191
#105	382	267	349	401	80	321
#106	103	72	88	103	21	82
#107	501	351	736	301	60	241
#108	383	268	424	500	100	400
#109	322	225	501	590	118	472
#110	104	73	13	15	3	12
#111	506	354	343	403	80	323
#112	378	265	200	235	27	208
#113	341	239	289	340	68	272
#114	447	313	522	614	123	491
#115	929	650	756	889	178	711

	Average prior 1933	70% of average	Production to 10/30/33	Total estimate 1933 production	20% of 1933 production	Estimate allowed for 1934
#116	208	146	174	204	41	163
#117	828	580	859	1,010	202	808
#118	250	175	69	81	16	65
#119	1,114	780	662	778	156	622
#120	320	224	211	248	50	198
#121	261	183	146	172	28	144
#122	964	675	429	501	100	401
#123	901	631	459	540	108	432
#124	486	319	194	228	46	182
	56,266	39,386	45,396	53,408	10,681	42,727

MR. REESE: Now, Mr. Chairman, I crave the indulgence of the committee to read portions of a letter of July 26, 1933, which I wrote to Mr. H. M. Wilson, as chairman of the Factors Committee which he has mentioned. I think this is proper, because of certain questions which Mr. Peterson asked last night.

"Dear Mr. Wilson:

"Enclosed you will find a partial rough draft of an agreement looking to the coordination of the various branches of the turpentine and rosin business, both gum and wood, under the provisions of the Agricultural Adjustment Act.

"The principal object of this is to present in concrete form some of the matters that will have to be covered by any agreement that may be entered into.

"I want to make it very clear that the fact that I have done this work is not to be taken as in any way committing The Downing Company, Inc., or me individually, to anything set out in the draft. It has not been submitted to my associates in the management of Downing. Indeed, I feel quite sure that some things contained in the draft will be vigorously opposed by them. Full liberty of action is reserved to Downing and to me to object to the plan set out, or any specific provision contained in the draft, or to oppose any plan of organization."

* * *

"If it does nothing more, I think a reading of the draft enclosed will be impressive and helpful in various ways. In the first place it will bring a keener appreciation of the points to be considered and their manifold ramifications and the difficulty of a satisfactory solution. In the next place it will be very persuasive that many of the points involve debatable questions. In the third place, and this is the most important of all, it should cause anyone reading it to think definitely upon and form opinions about concrete questions that will have to be met and decided."

MR. DOOLEY: Now, Mr. Dunne, I owe the intelligence of the consulting
to read portions of a letter of July 5th, 1950, which I wrote to Mr. E. M.
Filene, as chairman of the Policy Committee which he was creating. I think
this is proper, because of certain questions which Mr. Chairman asked last night.

"Dear Mr. Filene:

"Enclosed you will find a partial rough draft of an agreement looking to
the coordination of the various branches of the agricultural industry.
both gum and wood, under the provisions of the Agricultural Adjustment Act.

"The principal object of this is to present in workable form some of
the matters that will have to be covered by any agreement that may be entered
into.

"I want to make it very clear that the fact that I have done this work
is not to be taken as in any way committing The Dewsnap Company, Inc., or me
individually, to anything not set in the draft. It has not been submitted to
or examined in the department of Dewsnap. Indeed, I feel quite sure that
some things contained in the draft will be vigorously opposed by them. Full
liberty of action is reserved to Dewsnap and it is not to object to the plan
set out, or any specific provision contained in the draft, or to oppose
any plan of organization."

* * *

"If it does nothing more, I think a reading of the draft enclosed will
show impressive and helpful in various ways. In the first place it will bring
Farmer appreciation of the points to be considered and their manifold
ramifications and the difficulty of a satisfactory solution. In the next
place it will be very persuasive that many of the points involve substantial
questions. In the third place, and this is the most important of all, it
would secure agreement in Mr. Dewsnap particularly upon and form opinion
and execute questions that will have to be met and decided."

THE PRESIDING OFFICER: Do you wish to offer all of that letter as an exhibit?

MR. REESE: Yes, sir, I should like to.

THE PRESIDING OFFICER: It will be received as Exhibit 37 and made a part of the record.

(Exhibit referred to was received in evidence, marked exhibit 37, and reads as follows:)

"July 26, 1933.

Mr. H. M. Wilson,
Chairman,
Jacksonville, Florida.

Dear Mr. Wilson:

"Enclosed you will find a partial rough draft of an agreement looking to the coordination of the various branches of the turpentine and rosin business, both gum and wood, under the provisions of the Agricultural Adjustment Act.

"The principal object of this is to present in concrete form some of the matters that will have to be covered by any agreement that may be entered into.

"I want to make it very clear that the fact that I have done this work is not to be taken as in any way committing the Downing Company, Inc., or me individually, to anything set out in the draft. It has not been submitted to my associates in the management of Downing. Indeed, I feel quite sure that some things contained in the draft will be vigorously opposed by them. Full liberty of action is reserved to Downing and to me to object to the plan

set out, or any specific provision contained in the draft, or to oppose any plan of organization.

"I think all of us realize that we cannot hope to obtain whatever benefits there may be through an organization under the Agricultural Adjustment Act without making commitments that we would prefer not to make. In the preparation of the draft this thought has been in mind constantly, and certain parts of the draft have been inserted because there is every reason to believe Washington would insist upon at least as much as has been conceded.

"This is particularly true with respect to the agreements contained in the 'Factors Division', relating to the amount of withdrawals Factors will permit against shipments of turpentine and rosin to cover the Producers' current expenses of operation. Figures have been used simply because figures will impress those reading the draft where blanks would not. Upon the amounts the Producer can obtain against his shipments depends the amount he can pay his labor and the amount he can use for the support of his family. When Washington understands the situation I feel entirely sure the Factors will be made to agree to no less favorable basis than that used in the draft enclosed. I feel this because personally I believe (and here again I am not speaking for Downing) no lower basis can be justified with reason and conscience.

"If it does nothing more, I think a reading of the draft enclosed will be impressive and helpful in various ways. In the first place it will bring a keener appreciation of the points to be considered and their manifold ramifications and the difficulty of a satisfactory solution. In the next place it will be very persuasive that many of the points involve debatable questions. In the third place, and this is the most important of all, it should cause anyone reading it to think definitely upon and form opinions about concrete questions that will have to be met and decided.

"In order to be complete the draft should contain rules and regulations in the nature of a code (though it should not be so termed) for Producers. Here should be incorporated general rules prohibiting a Producer whose still is fifteen miles away from buying the timber at the back door of another Producer; a provision whereby the Producers who run commissaries will agree to sell goods to their employees at a reasonable price--I should say not more than 15 percent added to the cost price to the Producer to cover transportation and other expenses; an agreement to raise the compensation of labor by a certain percentage for every $5 increase in the unit value during a specified period, say one calendar month, provided of course, such increase is sustained; and perhaps an agreement disapproving the practice of one Producer taking his neighbor's labor without the latter's knowledge or consent. On this latter point I am in grave doubt about the wisdom of saying anything, though my mind is perfectly clear that it is a practice that ought to be stopped. The danger is if any such thing is suggested in an agreement submitted, it may cause an immense amount of trouble.

"The organization of the Association with respect to governing body, officers, etc. will have to be covered. In this connection provision should be made for the incorporation of the Association or for making use of the corporation of which Mr. Langdale spoke at the last Jacksonville meeting, or of the Pine Institute of America, or of whatever vehicle it may be decided should be used.

"A division dealing with the Dealers similar to the one dealing with Factors will have to be prepared in order for the draft to be complete.

"And in the event the Manufacturers should come in, a division dealing with them will have to be prepared.

"Work on the enclosed draft was commenced last Sunday when work could

be done quietly and without interruption. Practically my entire time has been given to the matter ever since. But the failure to include the rules and regulations to govern Producers and Dealers were not caused by lack of time alone. It seems more appropriate for representatives of Producers to suggest what agreements they should make among themselves and for the dealers to do the same thing.

"I am sending you an extra copy of the draft. You may hand this to Mr. Sessoms or Mr. Weibert with the request that he hand it to the other after he has read it. I also am sending a copy to Mr. Kayton, with the request that he hand it to Mr. McIntosh. The situation in the office is such that it will be very inconvenient, if not impossible, to have another complete copy of the draft made this week. After you have read your copy you may send that on to Mr. Langdale and after Mr. Sessoms and Mr. Weibert have finished with the other copy you may send it on to Pensacola or Mobile, if you think best.

"I think it would be well for Mr. Kayton or Mr. McIntosh to turn their copy over to Mr. Nash, and for him in turn to hand it to Mr. Mustin. If you have any objection to this, of course neither Mr. Kayton nor I would want it done.

"With kind regards, I am,

"Very truly yours,

(signed) Millard Reese"

Very truly yours,

(signed) William Thomas

MR. SESSIONS: Mr. Reese, I think, on a matter that has been subjected to as much discussion as the proposed agreement, or on any plan to stabilize the naval stores industry, in all of which operations you have assisted in one way or another, you may have definite notions or certain ideas which you think might be constructive along some lines that you would care to either offer now, or at some future time. I bring this up only to say that we, as representing the administration, would be very, very appreciative of such supplementary suggestions you might care to make.

THE PRESIDING OFFICER: I believe it is your intention to file a brief, Mr. Reese?

MR. REESE: We have prepared a brief, Mr. Chairman, and if I have time I might prepare and file a supplementary brief. You don't want any expression at this time.

MR. SESSIONS: Oh, no, I thought perhaps it might occur to you, some suggestions of a constructive nature.

MR. REESE: I might say this, that my first reaction to this proposition, after the Agricultural Adjustment Act had been passed, and before the National Industrial Recovery act has been passed, but when it was generally accepted that it would be passed, it was highly important to the industry to get classified as an agricultural product, which those of us, who are intimately associated with it, believe that it is, and have felt so for many years. I say I felt that it was highly important to get that classification made, because I realized, under conditions existing in the industry, it would be absolutely impossible for the industry to meet what it was understood would be the hours of labor and minimum wage scale, which would probably be put into effect under N.R.A.

The hours of labor would not bother us so much in the industry, because I doubt seriously if the average turpentine worker works more than forty hours

a week. He never works on Saturday and he usually gets out late Monday morning, if he gets out, and if a shower hard enough comes up to drive him in, he does not go back, so that over the average of the year, I doubt seriously if the hours employed by the labor in the turpentine business exceed more than thirty-five or six hours a week, but when it comes to the matter of wages, the industry has been fearfully hit, as you gentlemen have been told you by many different people and in many different ways, and those of us, who are at all familiar with it just knew that we could not stand even 30 cents an hour, and of course, at that time we did not know of the minimum wage scale, what it would be.

MR. BILBO: You are talking about the producer now?

MR. REESE: Yes, I am talking about the producers and factors individually.

MR. BILBO: But it would not directly affect the factor, except lessen his ability to collect the full amount from the producer.

MR. REESE: Well, if the fact they had to pay out more money than the product was bringing, then the factor would not continue to do that. He could not. All of us know that. I gave very earnest and sympathetic consideration to the views of those who felt that something might be accomplished in the method that has been undertaken. Against my feeling, against my better judgment, I will say, that nothing could be accomplished. I worked, as indicated in this letter, hard over a period of weeks in trying to find some way that I thought was authorized under the act, and that I thought could be workable as a practical proposition.

I think Mr. Sessions and I disagree as to the terms of the act. I tried to keep an open mind on that, even, Mr. Sessions, and we tried twice to get an expression from Washington, from the legal department. I don't know who of the legal department, of course. Our communications were with

Mr. Wayne C. Taylor. They were directed to him, I mean, and we tried first to get an expression from Washington as to whether or not licensing of involuntary or non-assenting producers would be permitted under the Act, and I wish I had a telegram from Mr. Wilson's file here, which somebody sent under Mr. Taylor's name. I know a lawyer wrote it, because nobody could straddle the fence like he did, unless it was some lawyer, but it was just as clear as mud and we were right where we started.

MR. SESSIONS: Do you have the letter on file along with the telegram? I mean the letter inquiring for the information?

MR. REESE: It was my recollection, as to that my recollection is it was telegraphic information which was requested. I am not quite sure of that, but I know, as far as I saw that telegram, that it was one of your profession and mine who wrote it.

Well, I then made a decision for myself, and of course, we have no great consideration that is helpful, but I could not see, to save my life, how there is any ability--any authority conferred in that act to license against a man's will, an agricultural producer. You don't agree with me about this. I think that the president's pronouncement, the White House Statement, following the meeting with the five mid-west governors, and Mr. Wallace's statement at Des Moines a week later, are quite in point and are quoted extensively in the brief we submitted.

I was just about to say that one of the amendments that was introduced here during this hearing is upon or has hit upon the only possible theory under the act itself, without regard to its constitutionality. It has hit upon the only possible theory that I can see that you can authorize an involuntary licensing system in this case, and that is to treat the producer of turpentine and gum rosin as a processor, and in my opinion, when you treat the producer

of gum rosin and gum turpentine as a processor, you necessarily take him out of the agricultural class.

Gentlemen, that is the way I view this thing and I think that if the involuntary licensing system is included in the agreement that it is going to authorize those to whom it is applicable to give up the status which they now hold as agriculturists, and I think that would be, when that happens they will become subject to the national industrial act, and I think when that happens the gum turpentine and naval stores business has gone nearest the devil's administration. The N.R.A. would be inclined to grant a much lower base of pay than we have in any of the codes that I have known were adopted, including the lumber code for the South.

Now, that I think states quite clearly my feeling about it and I think anybody who has followed me will agree that I have a very solid foundation for that position.

MR. PETERSON: Mr. Reese, may I say as one member of the administration who is here, and who has had the privilege of discussing this matter with you for four days, that I hope in any subsequent dealings in this matter I will have the privilege of meeting you again.

MR. BILBO: I have learned that you are in close touch with the industry throughout the entire turpentine belt.

MR. REESE: No, that is not true, Governor.

MR. BILBO: Well, in a general way, as a lawyer.

MR. REESE: No, sir, the entire turpentine belt extends over into the Mississippi.

MR. BILBO: You have been practicing law over there, I know.that.

MR. REESE: I have one case in Mississippi that has not been tried yet.

MR. BILBO: Tell me if you know, I presume you do, how many business

failures have you had among the dealers and processers since 1929, due to the low prices of turpentine.

MR. REESE: Dealers, now?

MR. BILBO: Dealers and factors, since 1929, due to the low prices of turpentine.

MR. REESE: Our company came nearer going under than anyone.

MR. BILBO: I mean, how many have you had?

MR. REESE: None that I know of.

H. WEIBERT resumes the stand:

MR. WEIBERT: Mr. Chairman, I simply wish to submit the figures which the Antwerp Naval Stores Corporation sent me at the request of Mr. Sessions.

THE PRESIDING OFFICER: This will be received as Exhibit 38 and made a part of the record.

ANTWERP NAVAL STORES CORPORATION

STATEMENT OF EXPORT SALES OF GUM SPIRITS OF TURPENTINE BY YEARS FROM JANUARY 1, 1928 to NOVEMBER 4, 1933 in ROUND BARRELS

1928	1929	1930	1931	1932	1933 (10 months)	Total
37,730	55.364	40.250	24.896	14.078	14.390	186.706

Note: Some of these "SALES" may not have been exported until the following year, and some sales made in the year 1927 may have been exported in 1928. Also some of our sales to Domestic buyers were exported by them.

ANTWERP NAVAL STORES CORPORATION

STATEMENT OF DOMESTIC SALES OF GUM TURPENTINE BY YEARS FROM JANUARY 1, 1928 to NOVEMBER 4, 1933 in ROUND BARRELS

1928	1929	1930	1931	1932	1933 (10 months)	Total
66,146	72,680	69,354	58,116	44,736	46,616	357,648

Note: Some of these Domestic Sales are known to have been exported by the Domestic Buyers.

ANTWERP NAVAL STORES CORPORATION

STATEMENT OF DOMESTIC SALES OF GUM ROSIN BY YEARS FROM JANUARY 1, 1928 to NOVEMBER 4, 1933 in ROUND BARRELS

1928	1929	1930	1931	1932	1933 (10 months)	Total
156,828	204,516	191,260	247,442	197,787	186,377	1,184,211

Note: Some of these Domestic Sales are known to have been exported by the Domestic Buyers.

ANTWERP NAVAL STORES CORPORATION

STATEMENT OF EXPORT SALES OF GUM ROSIN BY YEARS FROM JANUARY 1, 1926 to NOVEMBER 4, 1933 in ROUND BARRELS

1928	1929	1930	1931	1932	1933 (10 months)	Total
142.202	146.048	177.361	158.955	137.489	116.634	878.689

Note: Some of these "SALES" may not have been exported until the following year, and some sales made in 1927 may have been exported in 1928. Also some of our sales to Domestic buyers were exported by them.

THE PRESIDING OFFICER: Does anyone else wish to be heard, either for or against the proposed agreement?

MR. WILSON: Mr. Chairman, may I ask for a special privilege, please.

Mr. Newton, a member of our producer's committee, was stricken yesterday with eye trouble, and his physician has absolutely prohibited him from talking before this committee, and he brought to my attention a matter which he would like to bring to your attention, and that is, that the producer's committee, while willing to make adjustments of allotments between the wood industry and the gum industry, would not be willing to make any such adjustment in allotment that would not be on a basis, some basis of past and present production. In other words, the committee would not be willing to recommend anything that did not give a proper ratio of production between the two industries. I concur with him in that opinion.

THE PRESIDING OFFICER: Does anyone else wish or care to add anything to what has been said?

MR. HOLTZMAN: Mr. Wilson, what do you mean by a proper ratio between the two allocations?

MR. WILSON: I tried to make that clear by saying based on their and our past production for some period.

DR. VIETCH: That is, you don't want to put it on this year's basis alone?

MR. WILSON: Not on this year's basis alone, no, we would not agree to that. We would also object to giving additional allocations for plant capacity and so forth. We had those same conditions in our business.

THE PRESIDING OFFICER: It seems to me that all interested in the industry have been heard from. Possibly there might be some producer here who care to express an opinion one way or another. Are there any producers that wish to be heard?

C. A. TOMKINS, being duly sworn by Ammon McClellan, Chief Hearing Clerk of the Agricultural Adjustment Administration, Department of Agriculture, testified as follows:

Mr. Chairman, and gentlemen. I am only a turpentine operator and have no interest in any house, except that I owe one a lot of money.

I have been in the turpentine business for a number of years and have seriously studied the business, and I believe that I am as familiar with the needs of the average operator as anyone in the business, and I wish to agree with all the statements that have been said that we are in need of relief.

My partner and I own a place thirty miles north of here, where we pay taxes on 25,000 acres of land, and as we are only working half of our fee simple land at one time, we have what is known as a permanent turpentine farm.

I am also slightly interested in selling, on a small commission basis, certain supplies to the operators, and I realize that there is no chance to get any volume of business until the buying power of the operator has been restored, so I mention that to show that I am widely interested not merely in temporary relief for the operator, but that I am very anxious that the industry take those steps which will most assuredly give the operator real relief and a fair chance at permanent prosperity.

As a source of such relief, I cannot accept the present offered agreement, because, as I will attempt to show, as a means of curtailing the crop it is not necessary; that it is expensive; it is troublesome; it is complicated and most important it does not strike at the foundation of our trouble.

I would first like to mention two reasons that are most commonly advanced by those strongly advocating this agreement, as I consider them unsound.

The first is, it is told to us that if we operators do not vote for this agreement that the government will take disastrous steps against us.

Now, to say that the government will burden us with restrictions as to wages, as to hours of labor, as to commissary prices or housing conditions, is, to my mind, unfair, when it is said that it will be so severe as to practically make our business nonexistent. The government is not trying to destroy any worthwhile industry, but is trying to aid such, and right at this point I would like to say that we have heard different opinions about the conditions of the laboring class in the turpentine business, and to my mind, they are not as bad off as has been represented. We have been able to pay fair prices for labor. It has been necessary for us to try to make a profit out of our commissary, the cost when low prices were received for our work--but the average turpentine labor has been no worse off than any other class of farm labor.

MR. SESSIONS: Several classifications of labor have been referred to, in general, as being in various stages of prosperity and distress. Now, when you say that they are not as bad as represented, which class do you refer to and at which stage of distress?

MR. TOMPKINS: It has been represented here that the average turpentine laborer is ragged and hungry.

MR. SESSIONS: What is the average turpentine laborer?

MR. TOMPKINS: Well, I mean the general, the condition of the laboring class as a whole and represented as being destitute, and I want to say that our place up here is just very short distance, just thirty miles from Jacksonville, and on the National Highway, and we particularly invite anybody who wants to go up there to see the condition of our labor, particularly on Saturday when they gather around the commissary and buy their weekly supplies,

and which has been mentioned as a holiday, and by that time you can hear jokes and laughter. The laborers are in a good state of mind and apparently much happier than I have been for a number of years.

Another point that I want to mention is that the laboring class, particularly the turpentine laborer, either white or colored, is not famous for his financial responsibility. In other words, he does not provide for the rainy day, and even in times when he is getting good wages, so that with his carefree nature, he has to depend upon the operator to look out for him in cases of emergency, such as sickness, accident, decrepit old age, fuel expenses, and as is most frequently the case with entanglements with the law.

The operator is continuously kept at work rendering protection to his laborers, and on many occasions with very little chance of getting a return from the expenditure, because of the low wages which the laborer receives.

I merely bring out these facts to show that I don't think the turpentine laborers have suffered as much, in proportion as the operators themselves, during these last three years of low prices, but it is particularly the wishes of the operator that we can pay better wages, and I am particularly anxious that such possibilities are made available.

Now, as I started to say, I think it would be particularly unfair, in view of the fact that the government in their other control or curtailment agreements have compensated the wheat farmer, the cotton farmer and other classes of farmers for their crop losses, on account of the curtailing arrangement, that it would be particularly unfair to say that the government should be allowed to come down here and say to us, or impose unfavorable burdens upon us, if we don't go into this.

That, gentlemen, is the reason why many of the operators have voted for this in its final shape.

The other reason advanced by the gentlemen favoring this agreement is that it is necessary as a means of curtailing or balancing or reducing our crop; whatever terms are used is not material. The goal to be arrived at is simply to prevent the stocks from being excessive.

Now, in the records you have statistics furnished showing the production for the last two years.

I will quote from memory four years beginning 1927. We produced over 600,000 units; then we reduced it to 500,000 units, and these last two years we have reduced it to around 425,000 units, due to the low price and lack of demand.

In view of that drastic reduction, I say that I don't need any outside force to further curtail it. We have shown the ability to curtail, as has been shown by Mr. Lockwood, the present production, and it is even less than consumption. That is one reason that I contend that the marketing agreement is unnecessary.

Another is the coming shortage of labor, which is sure to face us, under the government public works program. It has been mentioned here before, and this labor shortage is sure to curtail the market; so, I say it is absolutely unnecessary, as a matter of curtailing our production.

Now, it is known to be complicated. I did not have the time to prove that. The committee and you gentlemen have worked for months and months on this code. It is bound to be of some trouble, bound to be of some expense, but the main thing is that I cannot accept this is because, in my mind, it is not striking at the foundation of our trouble.

The mere plan of curtailing any of our fundamental farm crops, according to our Secretary of Agriculture, is not really relief. Every industry in the United States, particularly our farm crops, have had to curtail since the

Smoot-Hawley tariff of 1930 made it almost impossible for us to sell our surplus goods abroad. This general loss of foreign trade from 1929, which was five and a quarter billion dollars, until 1938, our export business, this six billion dollars represented about seventy percent decrease in our foreign exports. In the turpentine business we have just about the same percentage of decrease. The turpentine industry must depend upon our foreign markets, as has been shown, for over 55 percent of our sales.

Now, quoting from our recognized authority, the Naval Stores Review, and which I will offer, if desired, the last seven years before the war we exported 338,000 barrels of turpentine. Now, after the war, during the war, of course, we lost a great deal of that foreign business, but after the war there was gradually not necessarily a year to year increase of our foreign exports, but in periods of three years, each three-year period would show a distinct increase, so that the last three years before the tariff rise, that was 1930, we sold 314,000 barrels of turpentine a year.

THE PRESIDING OFFICER: I believe that is all in the record. I am wondering if you cannot confine yourself to new material.

MR. TOMPKINS: Well, what I wanted to particularly bring out was that since the tariff of 1930 we have had an annual loss of -- I just want to say that I base this year's production, which has to be estimated, I base it at 120 percent above our exports of last year, which is accurate, or as accurately as it can be estimated, in my opinion, and on that basis, for the three years before the tariff, compared to three years after 1930, it showed an average loss of 66,719 barrels of turpentine and a yearly loss of our rosin of 170,318. That is the decreased amount of our exports since the Smoot-Hawley tariff. That, gentlemen, is what I am particularly interested in, in the revival of our foreign market, and as Secretary Wallace stated, in a speech to the grain

dealers in Chicago, in the middle of September, he said if we persist in our present high tariff policy, that it will take superhuman effort on the part of the Agricultural Adjustment Administration, year after year, to get farm production down to where farmers can realize a fair price for their products.

So, the very thing I am interested in is trying to revive our foreign trade.

Secretary Wallace also said at the same time, until the American people have and our Congress have a proper conception for our foreign trade and take steps to revive it, we will have to continue our curtailed program.

That, gentlemen, is what I am interested in more than any more marketing agreement, and that I think is the basis of our permanent future prosperity, to try to revive our foreign trade as well as try to increase our own trade, but the present marketing agreement, I consider, as I stated before, unnecessary.

THE PRESIDING OFFICER: Does any other producer wish to be heard? Anyone else from any part of the industry care to be heard?

(No response.)

THE PRESIDING OFFICER: Gentlemen, I wish to thank you for your very kind assistance and cooperation throughout this hearing. You are still of a divided opinion on several points, and I have no idea what the Secretary's policy or answer will finally be. Since you are not all of the same opinion, whatever is done will, of course, not please all of you but it is sincerely hoped that something may come out of this meeting that will work to the decided benefit of all of you.

Speaking for those in authority at Washington, I wish to thank the management of this hotel for the use of this hearing room, for the last four days. The attitude of the management has been an excellent example of southern hospitality.

The formal hearing is now closed, and all written briefs, exhibits, and so forth must be mailed to the Chief Hearing Clerk within the next ten days.

Mr. McClellan, Chief Hearing Clerk: For the record, the Administration has expressed, by the presiding officer, its appreciation to Mr. Robert Kloepel, the owner of this hotel, and to Mr. Laird, the manager of the hotel, for their splendid cooperation.

Now, as most of you know, these rooms are furnished gratis to the government in cooperation with the Agricultural Adjustment program, but hotels all over the country, and as the officer charged with the duty of arrangements for these hearings, I wish to express my personal appreciation, as well as the appreciation of the management for the service that has been so unselfishly rendered.

As one who earned his first dollar in the turpentine woods of west Florida, I welcome this opportunity to be home again among my people and wish to assure the members of the industry that the personnel assigned here by the government is as much interested in the improvement of your conditions as you yourselves are, and every one of us earnestly hope that we have accomplished something in this hearing which will tend toward the improvement of your conditions and the carrying out of the National Recovery program.

THE PRESIDING OFFICER: The hearing is now closed.

The foregoing constitutes all of the testimony offered or received upon this hearing, and all of the exhibits which were offered or received upon this hearing were numbered Exhibits 1 to 38, inclusive, and were referred to by the witnesses at this hearing, respectively, and were given exhibit numbers at the time of their reception in evidence, and are as follows.

APPROXIMATIONS OF FRENCH NAVAL STORES CROPS
FOR THE PAST NINETEEN YEARS

Referring to the fact that there are no official statistics compiled in France as to the production of naval stores, "Bois et Resineux," the well-known trade journal of Bordeaux, furnishes the following approximation of the production of naval stores in that country, in tons:

YEAR	SPIRITS TURP.	ROSIN	TOTAL TONS
1913	25,000	85,000	110,000
1914	19,000	64,000	83,000
1915	15,000	51,000	66,000
1916	17,000	60,000	77,000
1917	17,000	60,000	77,000
1918	20,000	68,000	88,000
1919	25,000	85,000	110,000
1920	35,000	120,000	155,000
1921	30,000	102,000	132,000
1922	32,000	117,000	149,000
1923	30,000	112,000	142,000
1924	26,000	90,000	116,000
1925	27,000	94,000	121,000
1926	32,000	112,000	144,000
1927	27,000	98,000	125,000
1928	28,000	105,000	133,000
1929	26,000	110,000	136,000
1930	25,000	90,000	115,000
1931	23,000	85,000	88,000

(Estimates of French production vary, some being lower than Mr. Bodin's.)

The proportion of rosins to turpentine is not regular, but varies according to producing conditions.

According to the fact sheet there are estimated available supplies

in excess of the production of metal shown. "Data at hand," the

well-known trade journal of business, explains the difference

of the production of every stores in this country, in spite

BEFORE THE SECRETARY OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

- -

In re:

A PUBLIC HEARING UPON A PROPOSED MARKETING AGREEMENT SUBMITTED BY THE AMERICAN GUM FARMERS ASSOCIATION WITH REFERENCE TO THE GUM ROSIN AND GUM TURPENTINE INDUSTRY HELD UNDER THE DIRECTION OF THE SECRETARY OF AGRICULTURE

- -

STATE OF NEW JERSEY:
S.S.
COUNTY OF ESSEX:

Frances Adler, being duly sworn, on her oath deposes and says, that she is a member of the firm of Adler & Fishkind, shorthand reporters, of 24 Commerce St., Newark, N. J. and reported the above named proceedings.

The foregoing is a true and correct transcript of the proceedings had in Jacksonville, Florida, on the 20th and 21st days of November, 1933, before John T. Pearson, Esq.

Sworn to before me this 29th
day of November, 1933.

Frances Adler

BEFORE THE SECRETARY OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

- -

In re:

A PUBLIC HEARING UPON A PROPOSED MARKETING AGREEMENT SUBMITTED BY THE AMERICAN GUM FARMERS ASSOCIATION WITH REFERENCE TO THE GUM ROSIN AND GUM TURPENTINE INDUSTRY HELD UNDER THE DIRECTION OF THE SECRETARY OF AGRICULTURE

- -

STATE OF NEW JERSEY:

S.S.

COUNTY OF ESSEX:

Joseph S. Fishkind, being duly sworn, on his oath deposes and says, that he is a member of the firm of Adler & Fishkind, shorthand reporters, of 24 Commerce St., Newark, N. J. and reported the above named proceedings.

The foregoing is a true and correct transcript of the proceedings had in Jacksonville, Florida, on the 22d and 23d days of November, 1933, before John T. Pearson, Esq.

Sworn to before me this 1st
day of December, 1933.

Joseph S. Fishkind